

MACK WELLS AND MAURICE SYMONETTE

Case No: 24-cv-23015-SC

Plaintiff/Counter-Defendant,

NOV 04 2024

Vs

ANGELA E. NOBLE
CLERK U.S. DIST. CT.
S. D. OF FLA. - MIAMI

To the Chief Judge Nushin Sayfie

U.S. BANK N.A., CLERK OF THE COURTS,

In accordance with 18 U.S.C 2382 & 18 U.S.C 4

JUDGE SPENCER EIG, JUDGE VALERIE M SCHURR, JUDGE JOHN SCHLESINGER, JUDGE VIVIAN DELRIO, JUDGE CARLOS LOPEZ, FEDERAL JUDGE JOSE E. MARTINEZ, FEDERAL MAGISTRATE EDUARDO SANCHEZ, FEDERAL PROSECUTOR JOHNATHAN BAILYN, CLERK OF THE COURT JUAN FERNANDEZ-BARQUIN, EVICTION SHERIFF LIEUTENANT FLAVIO QUIROZ, MANAGER OF SHERIFF'S DEPT. JENNIFER, BLANK ROME LLP ATTYS, BROCK & SCOTT, FEDERAL TRANSCRIBER MARY ANN CASALE.

Defendants

AMENDED BECAUSE OF NEWLY FOUND EVIDENCE
WRIT OF REPLEVIN/ORDER TO SHOW CAUSE FOR FRAUD UPON
THE COURT BY THE JUDGE AND CLERK OF COURT

COMES NOW, Mack Wells & Maurice Symonette, sui juris, and files this Writ of Replevin/Order to show Cause in accordance with Florida Statutes Chapter 78.055 **Complaint; requirements.** To obtain an order authorizing the issuance of a writ of replevin prior to final judgment, the plaintiff shall first file with the clerk of the court a complaint reciting and showing the following information:

(1) A description of the claimed property that is sufficient to make possible its identification and a statement, to the best knowledge, information, and belief of the plaintiff of the value of such property and its location.

LOT 105, BISCAYNE GARDENS SECTION "F" PART 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 46, OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

(2) A statement that the plaintiff is the owner of the claimed property or is entitled to possession of it, describing the source of such title or right. If the plaintiff's interest in such property is based on a written instrument, a copy of said instrument must be attached to the complaint. The property which is the subject matter of this action is situated in the County of Dade, State of Florida, and described as follows: 15020 South River Dr. Miami Fl. 33167 that that Leroy Williams owned, Exh. T. 1-4. Leroy Williams Quit Claimed it to James Littlejohn, Leroy Williams and Hoke Williams, Exh. P1. 1 & 2 01/18/13. and they Quit Claimed it to Maurice Symonette by Quick Claim 01/22/2013, Exh. P2. pg. 1 & 2. According to the Quit Claim Deed before the first Lis Pendens was filed without a Complaint being filed (See Docket case# 2007-12407-CA01 which is the same as case# 2010-61928-CA01 according to US Banks Memorandum Exh. L. pg. 1 & 2. Even though the Bonafide Notarized Quit Claim Deed was not Recorded it still is good because recording it is not required to be binding according to Florida Statute 695.01 (2) that Quit Claim was before the fake Lis Pendens done Illegally without a Complaint see Docket filed 04/30/07 in case# 2007-12407-CA01 pg.1 lines 1-5. And the Second Recorded Quit Claim Deed dated 01/18/2013 to Boss Group Ministries Inc. Exh P1. pg. 1 & 2. Which was Quit Claimed Deeded 01/26/2013 to Maurice Symonette and Mack Wells, Exh. P3 pg. 1 & 2. which was before the second Amended Complaint from U.S. Bank was Filed and approved by Judge Schlesinger see

Docket 2010-61928-CA01 dated 01/13/2015 which by then they knew that the record showed that Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statutes 702.01 (A1) (1) which was in a dispute between me and my brothers who are and were the owners of the property but signed it over to Boss Group Ministries Inc. Exh. P1. pg. 1&2 Who had since have done a Bonafide (Notarized) Quit Claim Deed to Maurice Symonette Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh. P2. Pg. 1&2 Which means that I Maurice Symonette has a Claim and a Cause of Action against U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 73a3.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery.

(3) A statement that the property is wrongfully detained by the defendant, the means by which the defendant came into possession thereof, and the cause of such detention according to the best knowledge, information, and belief of the plaintiff. Exh. P1 pg. 1 & 2. The Quit Claim Deed filed Jan. 18th, 2013 shows that the property was owned by the Brothers and then signed over to Boss Group Ministries. Exh. P1 pg. 1 & 2. Then Boss Group Ministries Quit Claimed it to Maurice Symonette Jan. 22, 2013, Exh. P2. pg. 1 & 2 And then Maurice Symonette Quit Claimed it to Maurice Symonette, Mack Wells and Curtis Mcneal Exh. P3 pg. 1 & 2.

(4) A statement that the claimed property has not been taken under execution of attachment against the property of the plaintiff or if so taken that is by law exempt from such taking or for a tax, assessment, or fine pursuant to law. We Swear that the Property has not been taken under execution of attachment or tax, assessment, or fine. It was a Fraudulent Foreclosure.

**We ATTEST THAT WE ATTEST THAT ALL FACTS SUBMITTED HEREIN ARE
TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND ON OUR OWN
ACCORD.**

On 04/07/2007, Mortgage Foreclosure was filed and was dismissed with Prejudice by Judge Sarah Zabel on 04/07/2009, Exh. A. in front of witnesses, Exh. V1, V2, and V3 and on our same case #2007-12407-CA01 dated 04/07/10 A year later illegally Judge Valarie Manno Schurr Dismissed the same Case with Prejudice again Deceptively for the same exact same reason, which was due to lack of prosecution 04/07/201, Exh. B., Judge Valerie Manno Schurr entered order entered on 04/07/2010, all this fraud was done to avoid ILLEGALLY changing Circuit Judge Sarah Zabel's Order by Her Circuit Judge Valarie M. Schurr in violation of Ford v. Calloway, Which says no Circuit Judge can change another Circuit Judge's Order in the same Circuit Court U.S. Bank's only Remedy was to Appeal to Appellate Judges within Thirty Days and they didn't. But then three months later and

2. We have proof that Judge Valerie Manno Schurr conducted hearings and rulings in an ex parte, meaning we were not present when the

3. illegally because only Defendants' can have Ex Parte hearings. or you're in Violation of Fl. Stat. 702.07 Nor were we given notice. Nor had any knowledge of those hearings. See Exh.

C. We have proof that after Judge Valerie Manno Schurr illegal void orders were forged with Judge Schurr's Signature an entered on the docket by U.S. Bank's Atty's as whispered to them by her at the zoom hearing that she thought was muted, see: on USB or Gods2.com Vid. 1. Then the Plaintiffs' Attys filed an illegal fraud foreclosure six months later conspiring with criminal acts of Organized Fraud where property is valued at more than \$50,000. See Exh. E.

We have administrative orders from 2008 through 2011, showing Chief Judge Joe Brown never appointed Valerie Manno Schurr over our case that was already closed. See Exh. D.

7. We have proof that Judge Valarie Marino Schurr never entered and signed the orders in this

5. CASE. SEE GODS2.COM VIDEO #1. OR USB SUBMITTED AS EVIDENCE.

9. We have proof that the evidence was presented to Judge Valarie Manno Schurr and once she reviewed the evidence, she recused herself from our case. Exh. G.

We have proof within the order recusing Judge Valarie Manno Schurr, where Judge Valarie Manno

Schurr signed and dated her Recusal order and her signature is different from the signatures rendered on her orders of dismissal with prejudice and dismissal without prejudice. Exh. B, C and G. We have proof that Plaintiff's lawyers took and forged our dismissal with prejudice that Judge Sarah Zabel had us to prepare where we personally witnessed her sign our order in her chambers, and the judge signed a duplicate copy for us to keep as a receipt and she had the bailiff to put it on the docket and we have the docket showing that it was placed on the docket April 7th, 2009. We have three witness affidavits to prove this took place. See Exh. V1, V2 and V3.

1. We have proof of the original order Dismissing our case with prejudice In 2009. Exh. A.
2. The ultimate proof of fraud will be the evidence of the fonts used to draft our document are typed different for example the word Defendant(s) in the first line of their paragraph from their LIS PENDENS the letter **D** is capitalize and the letter **s** is in parenthesis (s)-Defendant(s), the professional Attorney's way, Exh. M.

3. In our Dismissal with Prejudice that we prepared and gave to Judge Zabel to sign, we wrote our word Defendants with no Parenthesis for the letter **s** and the **D** is not Capitalized on the first line of the paragraph in our motion of Dismissal with Prejudice. Example ours is written defendants, Exh. B. In our ORDER OF DISMISSAL WITH PREJUDICE the defendant's Leroy William's name is in lowercase letters but in U.S. Bank's Docketed Documents every time they typed and styled their typed Case the Defendant's name like **LEROY WILLIAMS** is always in **BOLD** letters and in full **CAPITAL** Letters, Exh. M. and N. as opposed to our written Document, Exh. B. The fonts the Plaintiff's attorneys used to duplicate the dismissal with prejudice by taking Judge Sarah Zabel's name off and placing Judge Valerie Manno Schurr's signature on the forged fraudulent dismissal with prejudice. The printed name of Judge Sarah Zabel's name was also taken off and Plaintiffs attorney used a stamped and stamped to the side of the signature of Valarie Marino Schurr. Which is in violation of Florida Statute Chapter 695.26 (1)(c) stating the name is to be printed directly under the signature. Exh. A. We have proof that there was never an original Complaint Filed with the original allonge, note, mortgage and assignment see Docket Case#2007-12407-CA01 line numbers 1-5 we also have proof that when the second Complaint was filed in 2010 it is an extention of the 2007 case where there was no certification or Authorization filed by U.S. Bank see Case#2010-61928-CA01 Docket lines 1-10 in violation of Fl. Stat 702.015 (3)(4) Exh. I. case filed with the certification as required by Fl. Stat. 702.015 (3)&(4). See Exh. I." We have proof that Judge Valarie M. Schurr got financial benefit from GMAC the servicer of US Bank for \$995,000.00,

which creates a Horrible conflict of interest. This proves motive and conspiracy as to the involvement with our case. See Exh. J and O" We have a recorded Virtual Zoom hearing as evidence to Judge Valerie Schurr's involvement. See USB evidence submitted. Will be provided Monday. See USB. We were defrauded by the Mortgage company by making payments to Axiom Bank two months after they foreclosed, whereas proving they had no Jurisdiction to foreclose our property because payment was made. And we were never given notice of foreclosure. See Exhibit "K".

7. We have proof that the 2007 case is the exact same case as the 2010 case or an extension of the 2007 case up until this date as proof from Plaintiff's Attorneys Memorandum of Law, see Exh. L. Also the Clerk of Court said we never filed an Objection to Sale in the first paragraph second & third Line of the Clerk's issuance of the Certificate of Title., in the Docket line #446, Exh. X. and that's wrong because we did 3 Objections to the Sale as seen on the Docket in Lines 404, 406 & line 407 and even had an Objection to Sale hearing as seen in Line 424 of the 2010 Docket in case # 2010-61928-CA01. So the Clerk did Fraud to speed up the Writ of Possession process to steal our property as you can hear in Symonette's telephone talk with Dade County Eviction Sheriff Flabio A. Quiroz who put a 24 hour notice on gate even though we had a 28 USC § 1446 (d) (b) Federal Notice of Removal Stay which stops all State actions but he lied and said that that federal Law does not exist anymore since four years ago but that law was updated

Jan. 24th 2024 as the same Federal stay as always so they violated the Federal Stay illegally, as did the Manager of the Sheriffs Dept. Jennifer who committed a 3rd Degree Felony when they refused us and our Process Server Serving the Eviction Sheriff so that they can claim that know that there was a Stay from Exh. Y1 and Y2. the Federal Notice of Removal, the Color of Law Complaint and the Writ of Replevin Complaint from us and our Process Server, E because they knew it would stop their illegal Eviction which We as Defendants and now Counter-Plaintiffs obtained a Police report to initiate charges for Conspiracy to commit Organized Fraud Florida Statute Chapter 817.034, Official Misconduct 838.022, Violation of Oath of Office, Misprision and Treason. See Exh. Q. the Police Report Case Number **PD240614188594**.

8. All departments, agencies, and Sheriff Office were given a Demand within this affidavit to Cease and Desist while Operating Under Color of Law to execute any Writ of Possession, any Orders for foreclosure, any Orders for Eviction due to DEPRIVATION OF RIGHTS, CONSPIRACY AGAINST RIGHTS, CRIMES AGAINST HUMANITY, VIOLATION OF OATHS OF OFFICE, DERELICTION OF DUTY, MISPRISION OF FELONY, MISPRISION, TREASON, ORGANIZED FRAUD, FORGERY AND CONSPIRACY ALL UNDER R.I.C.O.\

FACTS

WE HAVE A NOTICE OF REMOVAL STAY THAT HAS BEEN VIOLATED BY U.S. BANK

We filed a Federal Notice of Removal July 14th 2023 in Ft. Lauderdale under case# 23-cv-61345 Filed and labeled Maurice Symonette and Mack Wells Notice of Removal Exh.1A and 1B with the receipt saying that this Case is in the Wrong Venue in Ft. Lauderdale and will be sent to Dade County with the new Case# 23-cv-22640-JEM 28 U.S. Code SS 1446 and 1441 says only Defendants can Remove a State Court Case to Federal Court so when we filed in the wrong venue by mistake and they sent our case to Dade county where the Case Originated which was the right Division under Case# 23-cv-22640-JEM wherein Judge Martinez asked us to prove why we had Jurisdiction, filed on the Docket August 3rd, 2023. August 7th, 2023 we filed our Jurisdictional Memorandum, on 11/08/23 Defendant U.S. Bank began to respond to our Notice of Removal and Complaint and until this day we have been in Federal Removal and they have not answered but during the interim Judge Carlos Lopez tried to sell the house while we had a Notice of Removal and then he stopped the Sale of the House after we Pointed out to him the Notice of Removal and then we noticed that US BANK was continuing the Foreclosure because they snuck a Fake Forged Remand Order by us that had the a signature that's obviously not Judge Jose E. Martinez's signature see Exh. 5. As compared to his signature on our new Case# 23-cv-22640-JEM wherein Judge Martinez asked us to prove Federal Jurisdiction so therefore we demand to see the Original filings with the Original Signatures on Case#23-cv-22640 and Case#23-cv-22848, because we believe that some other filings are Forged and not Original. see Judge Martineze's

signature, Exh. 6. And three other cases of Judge Martinez's signature. Martin V. Ogwyn, Exh. 7., Smith Jr. v City of Miami, Exh. 8-1 and 8-2 and the United States of America V. Davis, Exh. 9-1. All of these Signatures are the same showing the incursive J going slightly towards the left with a half a circle J with an Apostrophe at the top at the end of Jose' the middle initial E is leaning towards the right with the end of the E at the bottom going up with a period the line on the M slants towards the right and then back towards the left with a hook at the end with the A, R, T and with a incursive Z, the J is a circular pyramid very wide pointing towards the left, the middle initial E doesn't look at all like the Middle initial E on the other true signatures, Exh .6. and it has no period and the (mart) has the A with no R like the original, Exh. 6. with the rest of the alphabets leaning towards the right. And the alphabet T does not have a straight line slanted down like the rest of the Ts on his correct signatures, the fake T has a hook on the left the original does not have the hook and does not have the incursive E or the long Z at the end of his name so therefore this is not Judge Martinez's signature and a fake Order. like Judge Valerie Manno Schurr said in her hearing with us that she did not sign that Order and whispered to the Attorneys asking in a whisper "Why did you sign those Orders for, me I did not tell you to sign that Order" and I asked her what did you say and she said "hello" "OH, nothing" she said HELLO because she didn't realize that we could hear her mistakenly unmuted MIC, see: Gods2.com video #1. This shows their Collusion. Then I told her about the ORDER she so called signed and she said I did not sign those that was

(Judge) Veronica Diaz, Gods2.com, or the USB and then I showed her the Orders with her Forged signature, Exh. 10 and 11. and she was shocked and I showed her her own FORM 6 Affidavit for the State of Florida that showed that she had a terrible Conflict of interest because of the fact that she made 995,000 + 440,000 and over time she made 11, Million from GMAC, Exh. 12. the Servicer for U.S. Bank, Exh. 13. and the next day she Recused herself, Exh. 15. and **REVERTED** the Case back to being Dismissed with Prejudice, in accordance to Fl. Rule 2,160 (J)(H),(K), Exh. 17. The original Order of our true Judge Sarah Zabel, Exh. 17. and three Affidavits of witnesses that saw Judge Zabel sign the Dismissal with Prejudice dated 04/06/09, Exh. 14. 1-2-3 put on the Docket 04/07/09, Exh. 18. and she signed our copy as a receipt for us, Exh.17. And so we know that the US BANK Lawyers Forged Judge Valerie Manno Schurr's Order, Exh. 20. And I know that Judge Jose E. Martinez signature be on that Remand Order dated 08/23/2023 when he knew I filed a corrected Amended Notice of Removal and Complaint under the Case# 23-cv-22640-JEM dated 07/14/23 that came from the confusion of us filing the Notice of Removal in the wrong Division Ft. Lauderdale that they transferred to Dade Cuntty Federal Division the same Day wherein Judge Martinez asked us to show why the Federal Courts had Jurisdiction to Remove this Case to Federal Court as seen in case# 23-cv-22640-JEM Dated 08/03/23 we showed our Jurisdiction 08/07/23 and we filed our Amended Complaint listed 08/01/23 which also had the Amended Notice of Removal

written June 29th, as seen above the signatures of the Document attached to the Amended Complaint Exh 18. 1 and 2. but Fraudulently did not show on the Federal Docket Dated, 08/02/23, because of the Powerful Federal Jurisdictions in it, but said and mentioned because we did File it, 08/07/23 Docket, taken out of the Docket and used by U.S. BANK LAWYERS FRAUDULENTLY to do a FED. NOTICE OF REMOVAL Filed by U.S. BANK N.A. in Violation of 28 USC 1446 (b)(1) which only allows Defendants to File. Because U.S. BANK as the Plaintiff cannot do a Notice of Removal because they choose the County Venue and they used SYMONETTE and WELL's signature to File for U.S. BANK N.A. as seen on the 23-CV-22848-JEM FAKE CASE number one on that Docket. The Law says a person can't sign for a Corporation, Walcoerage v. Excell. but U.S. BANK LAWYERS USED our signatures to file for U.S. BANK N.A. Even though SYMONETTE nor WELL's filed or opened that 23-CV-22848-JEM Fraudulent Case 07/31/23 U.S. BANK did this by taking the Document filing dated July 31st of the NOTICE of Filing our Notice of Removal, Exh. 20. They took this and started a whole new Case without our Permission. And that's why we had to file our notice of compliance for the Notice of Removal and Complaint 10/12/23, and then we had to file our Notice of Removal in County Court Case# 1010-61928-CAO1, 10/13/23, 10/14/23 and 10/15/23 and the Clerks tried to keep our filings off the Docket even though we E Filed the Notice of Removal but it would not show on the **DADE DOCKET** several times, Exh. 19. and we gave it to the Clerk at the Clerk's Counter on Camera and gave it to Judge Carlos Lopez

direct as admitted by the HEAD CLERK after we showed her the video proof then they put the Notice of Removal Filings on the DADE DOCKT Case # 2010-61928-CA01 Dated and seen on Docket Oct. 13th, 14th, and 15th, before the Oct. 16th Sales Date but they allowed the Sale to go anyway in Violation Federal Stay Law 28 U.S. CODE SS 1446 (d) on video goods2.com 1G-18. and 19. in the County Case# 1010-61928-CA01 and they did the Sale anyway in Violation of 28 US CODE SS 1446(d). US BANK knew were in the NOTICE OF REMOVAL Court because US BANK did a Notice of Appearance to our Notice of Removal as seen on the Federal Docket Case #23-CV-22640-JEM Dated 08/07/2023, 10/12/2023 and 11/08/2023 that's LINES 8, 9 and 10. And as seen in the County Case# 1010-61928-CA01 and as seen on Docket Oct. 13th, 14th, and 15th, before the Oct. 16th Sales Date. We objected to the Sale and Judge Carlos Lopez immediately stopped being the Judge and Judge Spencer Eig became the Judge and we pointed out to him that this case has already been Removed to Federal Court and its still in Federal Court and Judge Eig Went against 28 U.S. Code SS 1446 (d) and went against the 3rd DCA Appellate Court Garcia V. Deutsche Bank Nat'l Trust Co., of the which says once a Notice of Removal is Filed all State actions stops which is totally binding on Judge Spencer Eig of the 11th Judicial Circuit Court from the Federal Courts and the 3rd DCA Appellate Court

NOW TO SHOW THE FORGERY AND FRAUD TO ILLEGALLY STEAL

VETERANS AND CRIPPLE BLACK PEOPLE'S PROPERTY

We filed a Notice of Removal July 17th in Ft. Lauderdale Case# 23-cv-61345 Exh. 1. With the receipt on the comments line with the Case# 23-cv-61345 Wells Et Al V. U.S Bank National Association Et al wherein we paid the \$402 cash as required and **very important to notice** that the Case# on the receipt on Case# 23-cv-61345 has the Case# of the transferred Case# 23-cv-22640 because the case was transferred to the Miami Division but the point is the Document# is written at the very top of all the of all the Documents on a Federal Docket but this receipt on all Federal Dockets! Exh. 4 but for this strange Case that now mysteriously shows up Docket text filed 07/14/23 it says Clerks Notice to filer reference Case administratively closed. Wrong venue selected by filing Case has been renumbered to the new Case# 23-cv-22640 no further entries will be made on this case entered 07/14/23 Exh. 3. A, B, and C. but it was the wrong Division and was transferred the same day to the Correct Division in Dade County Federal Court with the case# 23-cv-61345 I want you to take notice that the remand for July 31st has a forged signature from the wrong case# that never existed because they immediately put it in the Miami-Dade Federal Court which was the correct division and not only was the signature on the remand forged but the signature for the clerk

on the certified stamp was forged too. The whole case for Case# 23-CV-22848 is totally Fraudulent, the Case# that was actually filed and paid for by us was Case# 23-CV-61345 and that Case was immediately moved to Miami under Case #23-CV-22640 the other Case# 23-cv-22848 that was Supposedly Remanded has file date of July 31st but only case we filed was on July 14. Also the Order of Remand that was put on that case didn't make any Sense it said that US Bank filed a Notice of Removal that was found in the State Court on July 31st did not have my signature on it and it had the wrong Case#23-cv-22848 on it my Case# is 23-cv-22640 and the Case#23-cv-22848 on that one is from U.S. Bank filing a fake receipt when I filed it it had the correct case# on it but the Clerk and the Lawyers changed it just like they did Valerie Manno Schurr. It has the same Fonts for Aug 11 2008 labels For Sara Zabel's Dismissal with Prejudice. And Valerie Manno Schurr said she did not sign it and according to Fl. Stat.695.26(a) It says a printed name must be under the Signature according to Fannie Mae rule B8-3-04 and their literally using our same fonts so that the Notice of Removal is literally not the one that we filed in Federal Court ours ended in 640 theirs ended in 848 and then they Remanded it by signing the Signature. So that they Could continue the fake Foreclosure that they were doing unbeknownst to us because we were working on the Federal Case#23-cv-22640 but when we caught on was when we found out they still Had a Sale for the house so we had to go get our notice of removal papers. . This State Court is precluded by federal law, based on the application of the automatic stay

Federal code 28 U.S. SS 1446 (D), from allowing the sale to proceed forward in this instance. This Court has no discretion in this matter when it comes to the removal statute and its effect on the jurisdiction of this Court. The Third District, whose decisions are utterly binding on this Court stated, in *Garcia v. Deutsche Bank Nat'l Trust Co.*, 259 So. 3d 201, 202 (Fla. 3DCA 2018), that "State court jurisdiction ceases upon removal of a case to federal court and any pre-remand proceedings occurring in the state court after the case has been removed are void" (citing *Musa v. Wells Fargo Del. Tr. Co.*, 181 So. 3d 1275, 1277 (Fla. 1st DCA 2015)) [emphasis added]. But it does not end there. Even more telling as to the effect of a on a court's jurisdiction is what the Third District stated following that which was "[i]n a detailed review of the law in this area, the First District concluded that even an improper removal to federal court, or a removal for improper motives, will not preserve state court jurisdiction." *Id.* at 1280-84; see also *Cole v. Wells Fargo Bank Nat'l Ass'n*, 201 So. 3d 749, 750 (Fla. 5th DCA 2016). Even the Federal Eleventh Circuit Court of Appeals took this position in the seminal case *Maseda v. Honda Motor Co.*, 861 F. 2d 1248 (11th Cir. 1988) ("Since *Steamship Co. v. Tugman*, 106 U.S. 118, 15 Ct. 58, 27 L. Ed. 87 (1882) was decided, the removal statute 28 U.S.C. § 1446 was amended. Under the amendment, the filing of a removal petition terminates the state court's jurisdiction until the case is remanded, even in a case improperly removed" (citing *Lowe v. Jacobs*, 243 F.2d 432, 433 (5th Cir.)) [emphasis added]. More damaging to this matter is the fact that this Court has

proceeding in this matter while this Court lacked subject matter jurisdiction upon the filing of the Notice on Oct. 13, 2023. There is even an argument that the Court did not have jurisdiction under the second filed removal under case 23-CV-22640-JEM since the filing of that case. A careful examination of that case's docket in the federal court clearly shows that the matter has not been dismissed or otherwise remanded. The docket clearly reflects that entry #4 shows the notice of removal filed in this Court is the same one filed in that court's records. The notice of removal, which should have been filed in this action, was mistakenly filed in that court instead. Under the removal statute, the removal is not effective until filed in the state court action. Granted, the notice was not filed here when the action was filed in federal court. But the federal law is clear, "[p]romptly after the filing of such notice of removal of a civil action the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the notice with the clerk of such State court, which shall effect the removal and the State court shall proceed no further unless and until the case is remanded." 28 U.S.C. §1446(d). In this case, the filing of the notice of removal on Oct. 13, 2023 instituted the automatic stay, based on removal, under case number 23-CV-22640-JEM in

CONSTRUCTIVE CONSPIRACY

IN VIOLATION OF 923.18 U.S.C. SS 371

To see these Exhibits See Gods2.com

**HERE'S HOW THESE JUDGES PLAYED TAG TEAM AND CONSTRUCTIVELY CONSPIRED
WITH EACH OTHER TO TAKE OUR HOMES BECAUSE US BANK PAID THEM**

**JUDGES AND OFFICIAL'S CONFLICTS OF INTEREST IN VIOLATION OF FEDERAL
RULE OF CIVIL PROC RULE 60, FLORIDA RULE 2.160 (A) (D) (H) (1) (4), FL. CODE JUD.
CONDUCT CANON 3E(1) FL. STAT. 112.312 (8)**

**ALL OF THESE JUDGES AND OFFICIALS CONSPIERED TOGETHER FROM TOP TO BOTTOM
TO STEAL OUR HOME AND EACH ONE OF THEM HAD A HORRIFIC CONFLICT OF INTEREST!
CHECK OUT THE JUDGES BELOW AND THE AMOUNTS OF MONEY THEY MADE FROM US
BANK**

**AS TO U.S. BANK, THE SEC, ATTORNEYS TITLE INSURANCE FUND, COUNTY CLERK OF THE
COURTS, DADE COUNTY RECORDS DEPARTMENT, DADE COUNTY POLICE COMMISSIONER
VALERIE MANNO SCHURR, VERONICA DIAZ, VIVIANNEDEL RIO, JOHN SCHLESINGER,
SAMANTHA RUIZ,**

1. SARAH I. ZABEL 4/7/09-----made 9 Million from US BANK
2. VALERIE MANNO SCHURR 1/21/22-----made almost 12 Million from US BANK
3. JOHN SCHLESINGER 12/19/2017-----made almost 29 Million from US BANK
4. SAMANTHA RUIZ COHEN 5/12/2021-----made over 2 Million from US BANK
5. MIGUEL DE LA O 1/9/2019-----made almost 1 Million from US BANK
6. VERONICA DIAZ 6/2/2020-----made almost ½ Million from US BANK
7. VIVIANNE DEL RIO 5/4/2022-----made almost 2 Million from US BANK

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM DEUTSCHE BANK

1. BROWNWYN C. MILLER-----

-----Made \$95,000

Comes now MACK WELLS acting Pro-Se here states Judge Brownwyn Miller, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank

doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking out property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bank IS DEUTSCHE BANK. That is a Conflict of Interest against us and there's more, Exh.J. I have found that our case was directed to him in this Pool, So he

must recuse himself and vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR

SELF and VACATE YOUR ORDER against us, Exh.F. ORDER OF DISMISSAL WAS PUT IN

JUNE 6, 2019

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM US BANK

2. KEVIN MICHAEL EMAS-----Made
\$225,310 from US BANK

Comes now MACK WELLS acting Pro-Se here states Judge Kevin Michael Emas, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Kevin Michael Emas is doing business with Wells Fargo as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bancorp Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Kevin Michael Emas you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh. F.

3. EDWIN SCALES-----Made
\$22,543 from US BANK

Judge Edwin Scales, says that Chase Bank on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on

his Merits but for to make him and them money Illegally. Here's proof, Judge Edwin Scales is doing business with Chase Bank as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Chase Bank is US Bancorp Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Edwin Scales you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh. F. Order of Dismissal on JAN. 23, 2023

Comes now MACK WELLS acting Pro-Se here states Judge Bronwyn Miller, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his

Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bank. That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and

vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh.F.

15020 S. R. DR. MIAMI 33167 AND 1977 NE 119TH RD. MIAMI FL. 33181. Exh.A.

These Judges have made Millions of dollars with U.S. Bank taking Black People and White European's homes illegally for gifts of Money Exo. 23:8, Deut. 16:19. Which says Judges can't take gifts because it blinds the eyes of Judgement!! Here are these Judges examples

1. **FIRST WE HAVE JUDGE VALERIE MANNO SCHURR WHO STARTED THIS HORRIBLE DISCRIMINATING CONSPIRACY MESS BECAUSE IN HER FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST AND SHE RECUSED HERSELF 01/21/22 BECAUSE SHE GOT CAUGHT GETTING MILLIONS TO ILLEGALLY TAKE OUR PROPERTY WITH \$ CONFLICT OF INTEREST UP TO \$11 MILLION**

BECAUSE IN HER FORM 6 FINANCIAL INTEREST SWORN

AFFIDAVIT OATH

Now something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our

Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EX PARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAID JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh. 2.1 pg.2. AND FORD MOTOR CO. V. CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE DISMISSAL WITH LIKE JUDGE ZABEL'S ORDER WAS FILED 04/07/2009, Exh. 80. AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10 AND 11, Exh. 3.1 pg.2. NOT REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET NEVER SEEN AND NEVER DID A HEARING IN FRONT OF AND ACCORDING TO THE ADMINISTRATIVE JUDGE, JUDGE BAILEY SAID THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE THAT SHE DID NOT ASSIGN TO OUR CASE ALL DONE SO THAT SHE COULDN'T DO AN

ILLEGAL EX PARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF
US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, Exh. 4.1 TO
HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS
USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR
made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL
INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that
she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner
RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling
our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the
bottom of the Transfer Letter, Exh. 100. and \$129,000.00 from Wells Fargo which is US BANK
NATIONAL ASSOCIATION AS TRUSTEE FOR RASG 2005 AHL3, Exh. (6.1) then in 2009 form
6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000
Wachovia which is Wells Fargo which is US BANK, Exh. (7.1). and then she allows an Illegal
Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge
Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 Exh. (4.1) to change the
Dismissed with Prejudice 3 months later in June 27th, 2010, into DISMISSED WITHOUT
PREJUDICE in this Ex Parte Hearing Exh. 2.1. Which is only supposed to be done with only
the Defendants that are about to lose their home to the Foreclosure Sale and this must be
done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC

also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. 8.1, it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank, Exh. (9.1). All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed

With Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, Exh (15.1). And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6 -2019 and 2020 Financial Disclosure Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada, which is Wells Fargo, Exh. (10.1). And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us, Exh. (11.1). The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, Exh. (12.1), which is US BANCORP/US BANK, Exh. (13.1). and Exh. (14.1) All this is CITY NATIONAL BANK Exh. 16.1, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, Exh. (17.1) to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a

JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Service acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

Check out Judge JOHN SCHLESINGER the Worst Conflict of them all In this Criminal Conspiracy because in his Final Judgement Order, of Dec. 19th, 2017. Judge SCHLESINGER review of the record and Exh.(63). Must be Arrested and Recuse himself and void all of his Orders for an open obvious Conflict of Interest and the worst of them all because he's doing all his business with US Bank and is now with \$28,000,000.00 from U.S. Bank and their Bankster Partners and helping them and himself make money by Foreclosing and taking (stealing) our and probably others property for U.S. Bank while acting as the Judge on the

U.S. Bank's Cases like our property, not on the Case's Merits to make him and U.S. Bank money illegally. Here's proof. Judge JOHN SCHLESINGER is doing business with US Bank Judge SCHLESINGER and has the worst record of all the money Conflicts of Interest that I have found out about. Because in his 2016 and 2017 (Exh.64 and* Exh. 65) he got \$28,000,000.00 in Assets because of U.S. Bank as seen on page2.

On his Form 6 Full and Public Disclosure of Financial Interest page 2. See line 4 he got with Santander Bank \$750,000 and Santander is SBA, Exh. 66. Which is US Bank, Exh. (2 and 74).

On his Form 6 line 5 SCHLESINGER did with First Citizens Bank \$624,000.00 And first Citizens Bank is the Royale Bank of Scotland, Exh. 67 which is the Royale Bank of Canada, Exh. 68 Which is US Bank.

On his Form 6. Line 6 He got \$5,236,472.00 from Morgan Stanley Brokerage Account which is J.P. Morgan Bank, Exh. 118. Which is U.S. Bancorp Exh. 70. And U.S. Bancorp is U.S. Bank, Exh. 71.

Judge SCHLESINGER on line 7. Got \$286,148.68 with State of Florida Deferred Compensation, which is Voya and AIG, Exh. 72 and Voya and AIG is U.S. Bank, Exh.12. **On line 8 he got**

All of this fake news is part of the Conspiracy on TV that deprives me of a grand jury that includes the sheriffs, Dept. the Governor, channel 7, Channel 10, CBS and the Miami Herald put out Fake News so that we can't get a fair trial for the RICO Conspirators, a fair Writ of Replevin to prejudice our getting a Surety Bond, or getting a fair Notice of Removal hearing because judge Martinez is our Notice of Removal Judge for this Case 23-CV-22640-JEM and the same Judge on Alfred Davis Case for having a paper license that they accused him of which is a Conflict of interest and using this fake News about our house with staged fake shootings, gods2.com vid. H. to take our house for Banks and big Developers which is also a Conflict of interest and has sentenced Alfred Davis to 8 months in jail even though a PERSON stood up and said he was the one who had the fake paper License not Alfred Davis making Alfred Davis innocent from what they claim was a Crime and the Judge would not listen. All done to stop the American Gala Awards see: Americangala.com the AGA an event with 100 black stars helping homeless VETs with TRUMP. An event that we've been doing since 1997 and we do Stand downs for the VETs to raise money for the Homeless VETs done with the city of Miami Homeless Veterans Foundation, with Lt. Colonel Colmenares and Mayor Thomas Regalado Exh. 13. and the City of Opa Locka Florida, Exh, 14. also have done yacht Fundraisers for Republican Politicians on my 4 story 80' ft. yacht. Exh, 15. So We must remove this Case now to Tampa because Broward and Dade County Federal fed courts keep transferring our case back to Dade County Federal Judge Jose Martinez, and Martinez who along with his Magistrate Eduardo

Sanchez also have Financial conflicts of interest, with U.S. Bank Banks, Exh, 16 and Exh, 17. who has allowed U.S. Bank to violate 28 USC § 1446 (d) allowing the Circuit Court to Foreclose over the Stay before the Case was Remanded See 2010-61928-CA01 Doc 387-389 and 394-398 10/13/2023-10/15/23 -10/16/23 Notice of Removal was Filed yet they did not stop the Sale and Federal Judge Martinez did not Void the Sale in Violation of his Stay and this Prosecutor Johnathan Bailyn is retaliating against Alfred Davis a witness in Violation of 18 USC § 1513 who would not lie for them and who pointed out his RACISM for saying Alfred a Black Man can't live in a white people's apt. building and at the Sentencing hearing this Racist Nut called our nonprofit organization and who feeds the people and their kids every Sunday for almost 30 years with old people, young people, kids Latin, Black and White we help people with Community Service, we feed people, do voter Registration Drives and help with the Get out to Vote Strategies with Symonettes Fraternity Alpha Phi Omega a Service Fraternity for the People I have temple sermons 4 times a day on Radio got a Proclamation from the city of Miami from doing these events, Exh. 31. and two Proclamations from the City of Opa-Locka, Exh, 26 and 27, Maurice Symonette's Grand Father Sir Roland Symonette was the first Black Prime Minister of the Bahamas thereby making Maurice Symonette a Prince, Exh, 18. who's Grand Father is on the Bahamian \$50 bill. Exh, 19. Whose father Al. Symonette was one of Miami's First five Black Millionaires who owned the Sir John Hotel, the Night Beat Night Club and the First Black Taxicab service in Miami Called Checkers, where I was trained by my Dad, Whose Motto is Latin

Black and White Must unite and telling the Police "Thank You for your Service", Exh. 29, Maurice Symonette was one of the First Black Men to live in a Mansion on Palm Island, Maurice Symonette has absolutely no Criminal Record. Maurice Symonette is known for teaching Black Men to not smoke, drink or take drugs like he has never done and how to make money without being a Criminal Maurice Symonette, Gods2.com on page 2. vid 36-39. And is the President of Boss Group Ministries and has a Doctorate Degree in Ministries Exh, 20, an Honorary Doctorate Degree for letters and a Doctorate Degree in Humanity, Exh. 21, and Exh. 22, runs Boss Magazine, Exh, 23, Blacks For Trump Magazine. Exh, 24, Also is the Founder of Blacks For Trump and Blacks For Israel, Latino's For Trump, and Womens For Trump, Blacks for Truckers Haitians For Trump and Blacks for Israel because Yahweh Ben Yahweh in 1988 when Synagogues were being defaced with Nazi Swastickers Yahweh Ben Yahweh ordered us to guard those Temples, Exh.25, Prosecutor Johnathan Bailyn called us HOODLUMS just to taint Boss Group Ministries name and taint Alfred Davis a member of Boss Group Ministries so that they could feel free to take our property even Judge Martinez said you THE DOJ you haven't Proved your Case, you brought no evidence, and no witness pointed out Alfred Davis but now the TRANSCRIPT Transcriber of Mary Ann Casale we saw she took that out because it would make Judge Martinez Look like a RACIST. The enforcers of the Black Code of the South and Jim Crow which says Niggers are not allowed to own Property.

Florida Rules of Civil Procedure 1.908 which entails equity for justice if fraud can be proven to have taken place in the court. In accordance with the definition referenced from American Dictionary of the English Language Noah Webster 1828, and it defines **Fraud as: Deceit; deception; trick; artifices by which the right or interest of another is injured; a stratagem intended to obtain some undue advantage; an attempt to gain or the obtaining of an advantage over another by imposition or immoral means, particularly deception in contracts, or bargain and sale, either by stating falsehoods, or suppressing truth.**

I DECLARE UNDER PENALTY OF PERJURY, that all the facts stated herein are true and correct to the best of my knowledge and ability. And that the facts stated herein were made of my own accord, Executed this 5th day of July 2024.


S/MACK WELLS

MACK WELLS

15020 S. RIVER DR

MIAMI FL. 33167


S/MAURICE SYMONETTE

MAURICE SYMONETTE

15020 S. RIVER DR

MIAMI FL. 33167

CC:file/MM/MS

Proof of service

Proof of service

Homeland Security Investigation

11226 NW 20th Street

Miami, FL 33172

Certified Receipt:

Federal Bureau of Investigation

2030 SW 145th Avenue

Miramar, FL 33027

Certified Receipt:

US Attorney General Merrick B. Garland,

U.S. Department of Justice

950 Pennsylvania Avenue, NW

Washington, DC 20530-0001

openjustice@doj.ca.gov

Certified Receipt:

Fraud Enforcement and Recovery Act

Florida Attorney General Ashley Moody,

Office of the Attorney General

State of Florida

PL-01 The Capitol

Tallahassee, FL 32399-1050

citizenservices@myfloridalegal.com

Certified Receipt:

State Wide Prosecutor Nicolas B. Cox

3507 E. Frontage Rd. Ste 325

Tampa, Florida 33607-1795

Certified Mail Receipt:

Miami-Dade County Office of the Inspector General

601 NW 1st Court 22nd Floor

Miami, Florida 33136

Certified Receipt:

Office of Miami Dade County State Attorney:

Katherine Fernandez Rundle

1350 NW 12th Ave

Miami, FL 33136-2102

Certified Receipt:

Chief Justice John Roberts

1 First Street North East

Washington D.C. 20543

Certified Receipt:

Antonio Guterres United Nation
C/O 405 East Forty Second Street
New York, New York 10017

Certified Receipt:

Governor Ron DeSantis
400 S. Monroe Street
Tallahassee, Florida 32399

Certified Receipt:

President Joe Biden
1600 Pennsylvania Avenue NW
Washington D.C. 20500

Certified Receipt:

Donald J. Trump
The Mar-a-Lago Club
1100 South Ocean Blvd,
Palm Beach, Florida 33480

Electronically Served:

Altanese Phenelus, yvaldes@miamidade.gov

Carlos Calle, mrstreetsproductions@gmail.com

Carlos Calle, mrstreetsproductions@gmail.com

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Elizabeth Sardinas, nleone@bakerdonelson.com

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Eve A Cann, nleone@bakerdonelson.com

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Jennifer L Warren, jwarren@northmiamifl.gov

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Case No: 2010-061928-CA-01 Page 2 of 3

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Willnae Lacroix, courtxpress@FirmSolutions.us

maurice symonette, bigboss1043@yahoo.com

Exh A

IN THE CIRCUIT COURT OF THE
THIRTIETH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 2007-1307-001

U.S. Bank, N.A.
Plaintiffs

Levon Williams
Defendants

ORDER OF DISMISSAL WITH PREJUDICE

This action was heard on the defendant's motion to dismiss for lack of prosecution. Served on April 11, 2006. The court finds that (1) notice prescribed by rule 1.40 (c) was served on April 11, 2006; (2) there was no record activity for the year preceding service of the foregoing notice; (3) no stay has been issued or approved by the court; and (4) no party has shown good cause why this action should remain pending.

Accordingly,

IT IS ORDERED that this action is Dismissed for lack of Prosecution with Prejudice.

DONE AND ORDERED in chambers at Miami Dade County, Florida this 31th day of March, 2023.

SARAH ZADEL
Clerk of Court

Exh.B

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2007-12407-cal

US Bank, N.A.
Plaintiff(s)

April 1, 2010

Vs.

Leroy Williams
Defendant(s)

ORDER OF DISMISSAL WITH PREJUDICE

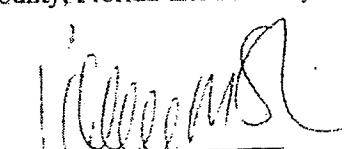
This action was heard on the defendants motion to dismiss for lack of prosecution Served on April 11, 2008. The court finds that (1) notice prescribed by rule 1.40 (e) Was served on April 11, 2008; (2) there was no record activity for the year preceding Service of the foregoing notice; (3) no stay has been issued or approved by the court And (4) no party has shown good cause why this action should remain pending.

Accordingly,

IT IS ORDERED That this action is Dismissed for lack of Prosecution with Prejudice DONE AND ORDERED in chambers. at Miami, Dade County, Florida this 31st day of March, 2010.

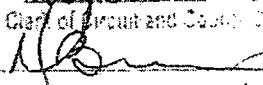
APR 06 2010

APR 06 2010


CIRCUIT COURT JUDGE

VALERIE MANITO SCHURR
CIRCUIT COURT JUDGE

cc - All papers

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original filed in this office. 12/22 21
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk 

MONA BRUNO #79806

EX-1

3
ORDER

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL ACTION

US BANK, N.A.,
Plaintiff,

vs.

CASE NO. 2007-12407-CA
DIVISION 32

SPACE FOR RECORDING ONLY F.S. 542.36

LEROY WILLIAMS; MARK WELLS; FRANKLIN
CREDIT MANAGEMENT CORPORATION; CITY
OF NORTH MIAMI;
Defendant(s).

RECORDED
2010 JUN 8 PM 3:33

FINAL ORDER DISMISSING CASE, CANCELING FORECLOSURE SALE, CANCELING NOTICE OF
LIS PENDENS, AND SETTING ASIDE FINAL SUMMARY JUDGMENT AND SUBSTITUTING
PHOTOSTATIC COPIES

THIS CAUSE having come on before the Court, ex parte, pursuant to the Motion filed by the Plaintiff, pursuant to Section 702.07 Florida Statutes, (2005), and the Court being otherwise fully advised in the premises, it is.

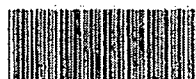
ORDERED AND ADJUDGED as follows:

1. The case be and the same hereby is dismissed, but without prejudice to the future rights of the Plaintiff to bring an action to foreclose the mortgage which is the subject matter of the instant cause.
2. All Counts of the Complaint against Defendants: LEROY WILLIAMS; MARK WELLS; FRANKLIN CREDIT MANAGEMENT CORPORATION; CITY OF NORTH MIAMI; are hereby dismissed.
3. Any scheduled foreclosure sale is canceled.

FILE_NUMBER: F07012148



Serial: 13666522
DOC_ID: M010502



Exh C2

4. The Notice of Lis Pendens filed by Plaintiff and recorded in the public records of MIAMI-DADE County, Florida, regarding the below-described property:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF
THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

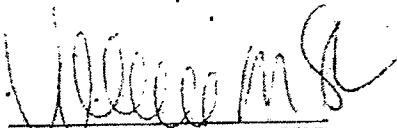
be and same hereby is canceled, vacated, discharged and shall be of no further force or effect, and the Clerk is hereby directed to record this Order to reflect same.

5. The Final Summary Judgment heretofore entered on August 09, 2007, be and the same hereby is set aside and shall be of no further force or effect.

6. The Plaintiff requests that the original Note and Mortgage be returned to the Plaintiff and photostatic copies shall be substituted in their place.

DONE AND ORDERED in Chambers in MIAMI-DADE County, Florida, this _____ day of _____, 2010.

JUN 23 2010


VALERIE R. MANNO SCHURR
Circuit Court Judge

VALERIE MANNO SCHURR
CIRCUIT COURT JUDGE

Copies furnished to:
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
All parties on the attached service list.
F07012148-M010502
GMAC-CONV-abiven

Exh. C3

Service List

LEROY WILLIAMS
15020 South River Drive
Miami, FL 33167

FRANKLIN CREDIT MANAGEMENT CORPORATION
C/o Corporation Service Company
1201 Hays St. Suite 105
Tallahassee, FL 32301-2525

CITY OF NORTH MIAMI
c/o V. Lynn Whitfield, Esq.
776 NE 125th Street
North Miami, FL 33161

MARK WELLS
15020 South River Drive
Miami, FL 33167

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original filed in this office. 11/30 AD 20 31
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk [Signature]



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Pg. 1

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http://www.flcourts.org

Eleventh Judicial Circuit of Florida

Administrative Orders of The Chief Judge

Resource Center About the Court General Information Court Events

AO Category Select Category

Search

Title	Effective Date	AO Number	Case Number	Category	Amended	Repealed
1-08-11-Procedure Re High Profile Cases at Dade County Court House	07-31-2008	08-11	08-1	COURT ADMINISTRATION		No
ESTABLISHMENT OF PROCEDURES GOVERNING INVESTIGATIONS	07-11-2008	08-08	08-01	CIRCUIT COURT CIVIL	A1	No
1-08-08-At Self Help: Establishing Answer Percent Cap	07-01-2008	08-09 A1	08-1	COURT ADMINISTRATION		Yes
RE-ESTABLISHMENT OF TRANSFER GUIDELINES RELATING TO JUDICIAL ROTATIONS REGARDING REASSIGNMENT OF CASES	06-28-2008	08-07	08-01	CIRCUIT COURT CIVIL		No
RE-ESTABLISHMENT OF TRANSFER GUIDELINES RELATING TO JUDICIAL ROTATIONS REGARDING FURNISHINGS AND EQUIPMENT (see Intro AO No. 02-12, Companion to AO No. 08-07)	06-28-2008	08-06	08-1	COURT ADMINISTRATION		Yes
RE-ESTABLISHMENT OF TRANSFER GUIDELINES RELATING TO JUDICIAL ROTATIONS REGARDING REASSIGNMENT OF CASES	06-26-2008	08-07 (Companion to AO 08-06)	08-1	COURT ADMINISTRATION		No
1-08-14- Reassignment and Consolidation of PU Motions in Representation	08-26-2008	08-14	08-1	COURT ADMINISTRATION		No
1-08-12-Procedure Motions to Exceed Fee Limits and Approves Judicial Desigees	06-06-2008	08-13	08-1	COURT ADMINISTRATION		No
1-08-09-Increasing Self Help Fees	06-26-2008	08-09	08-1	COURT ADMINISTRATION		Yes
1-08-05-Establish Procedures for Trial Conference Court Traffic Cases	03-21-2008	08-04	08-1	COURT ADMINISTRATION		No

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Resource Center About the Court General Information Court Events

Administrative Orders of The Chief Judge

AO Category: Select Category

Title	Effective Date	AO Number	Case Number	Category	Attended	Rescinded
1-09-11-Effect of AOs Entered by Prior Chief Judges	07-01-2009	09-11	09-1	COURT ADMINISTRATION	No	
1-08-10-Procedures for Mediation in County Court	05-29-2009	09-10	09-1	COUNTY COURT CIVIL	No	
1-09-09-Revision Uniform First Judgment Foreclosure and Procedures	05-16-2009	09-09	09-1	COURT ADMINISTRATION	No	
1-09-08-Establishment of HOME Mediation Program	05-01-2009	09-08	09-1	MEDIATION ARBITRATION	No	
1-09-04 A1-Clarification of Fee Cost of Defense and Court Appointed Counsel	02-27-2009	09-04 A1	09-1	COURT ADMINISTRATION	No	
1-09-04-Fee Cost of Defense and Court Appointed Counsel	02-19-2009	09-04	09-1	COURT ADMINISTRATION	No	
1-09-01-Dismissal Traffic Citations Issued Failure to Pay Tolls	01-13-2009	09-01	09-1	COURT ADMINISTRATION	No	
1-08-18-Standards and Procedures for Minor Settlements	10-09-2008	08-18	08-1	COURT ADMINISTRATION	No	
1-08-16-Abolish Section CP 02 and Establish Section CP 06 of Probate Division	09-29-2008	08-16	08-1	COURT ADMINISTRATION	No	
1-08-08 A1-Amendment Establishment of Procedures re DIS Investigations	09-16-2008	08-08 A1	08-1		No	

101102103104105106107108109110...

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A set of small icons for zooming in and out, along with a percentage indicator.



Administrative Orders of The Chief Judge

AO Category: Select Category

Title	Effective Date	AO Number	Case Number	Category	Amended	Revised
1-08-03-Assignment of Cases in Criminal Division	02-28-2008	08-03	08-1	COURT ADMINISTRATION	No	
REAFFIRMATION OF THE CREATION OF SECTION 49 (COMPLEX BUSINESS LITIGATION SECTION)	02-21-2008	08-02	08-01	CIRCUIT COURT CIVIL	No	
1-08-01-Modification of Section 03 County Court Civil Backup	02-04-2008	08-01	08-1	COUNTY COURT CIVIL	No	
1-07-05-Assignment of Court Accessibility Team	11-21-2007	07-05 A1	07-1	COURT ADMINISTRATION	No	
1-07-08-Continuation Process	10-19-2007	07-08	07-1	COURT ADMINISTRATION	No	
1-07-07-Arbitration Procedures Amendment	10-01-2007	07-07	07-01	CIRCUIT COURT CIVIL	No	
1-07-02-Arbitration Procedures Amendment	10-01-2007	07-07	07-1	COURT ADMINISTRATION	No	
AMENDING THE CRITERIA FOR ATTENDING THE 8HRL 12 HOUR INTERMEDIATE DRIVER IMPROVEMENT COURSE	09-26-2007	99-14 A1	07-01	CIRCUIT COURT CIVIL	19-14	No
1-07-05-Assignment of Court Accessibility Team	03-19-2007	07-05	07-1	COURT ADMINISTRATION	No	
1-07-03-Implementation of Complex Business Section Procedures	01-28-2007	07-03	07-01	CIRCUIT COURT CIVIL	No	

3/7/2014

Miami-Dade County Clerk - Civil / Probate Justice System - Docket Information

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HARVEY RUVIN
CLERK of the COURTS
MIAMI-DADE COUNTY, FLORIDA

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US BANK (NA) vs WILLIAMS, LEROY

Click on BOOK/PAGE of a particular docket to see the image if it is available.

Case Number (LOCAL): 2007-12407-CA-01

Dockets Retrieved: 48

Filing Date: 04/26/2007

Case Number (STATE): 13-2007-CA-012407-0000-01

Judicial Section: 32

Date	Book/Page	Docket Entry	Comments
04/07/2011		LETTER OF CORRESPONDENCE	FROM MACK L WELLS
11/04/2010		NO FURTHER JUDICIAL ACTION	ORDER FILED IN CASE # 00-8186 CA01 AND IN SHARE DRIVE
10/14/2010		MOTION	TO VACATE LAST ORDER & RETAIN ORIG ORDER
09/28/2010		MOTION TO VACATE DISMISSAL	
08/06/2010		TEXT	RETD ORIGINAL NOTE AND MORTGAGE
08/25/2010	27343 / 949 Pages 3	COURT ORDER	BK 27343 PG 0949 VACATING, DISMISSING, CXL SALE, RELEASE LIS PENDENS, ETC.
06/20/2010		MOTION	ATY:00071675 R: 5058 TO DISMISS CASE, CANCEL FORECLOSURE SALE, ETC.
06/18/2010		FINAL DISPOSITION DOCUMENT	
04/07/2010	27244 / 4193 Pages 1	COURT ORDER	BK 27244 PG 4193 OF DISMISSAL
04/07/2009	Judge Zabel Dismissal with Prejudice	TEXT	DISMISS FOR LACK OF PROSECUTION WITH PREJUDICE
09/09/2008		OBJECTION	TO WRITTEN DISCOVERY MTN TO STRIKE OR... ETC
09/09/2008		NOTICE	THAT PLTFF HAS RESPONDED TO DEFENDANT... ETC
08/15/2008		LETTER OF CORRESPONDENCE	FROM MACK WELLS TO DISMISS FR LACK OF PROSECUTION
08/15/2008		LETTER OF CORRESPONDENCE	FROM MACK WELLS TO DISMISS FOR LACK OF PROSECUTION
09/17/2007	25944 / 542 Pages 2	COURT ORDER	BK 25944 PG 0542 CANCELING FORECLOSURE SALE
09/14/2007		PROOF OF PUBLICATION	PUB DATE:
09/14/2007		PROOF OF PUBLICATION	PUB DATE: 08/31/2007
09/12/2007		MOTION	TO CANCEL FORECLOSURE SALE
09/10/2007		MOTION	ATY:86888888 R: 145184 SET ASIDE FJUD AND RECONSIDER STAY

07/2014

Miami-Dade County Clerk - Civil / Probate Justice System - Docket Information

09/10/2007		TEXT	
08/30/2007		NOTICE OF SALE	\$50 FEE PD/RCPD 45184
08/24/2007		TEXT	WRITTEN REQUEST, DISPUT VALIDITY OF ALLEGED LOAN
08/14/2007		CERTIFICATE OF MAILING FINAL JUDGMENT	
08/13/2007		NOTICE OF FILING	ORIGINAL MORTGAGE AND ORIGINAL NOTE
08/13/2007		NOTICE OF FILING	AFFIDAVIT OF AMOUNTS DUE AND OWING
08/13/2007		TEXT	FINAL DISPOSITION FORM
08/09/2007	25872 / 4163 Pages: 6	FINAL JUDGMENT	SALE DATE 09-14-2007
07/26/2007		DEFAULT	J\$ 49,500.11 BK:25872 PG:4163 DN01 DN02 DN03 DN04
07/26/2007		NOTICE OF DEFAULT NOT ENTERED	DN03
07/19/2007		NOTICE OF HEARING	DN01 DN02 E
07/19/2007		MOTION FOR DEFAULT	MOTIONS 08/09/2007 10:00 AM
07/19/2007		MOTION FOR SUMMARY JUDGMENT	
06/12/2007		NON-MILITARY AFFIDAVIT	
06/12/2007		SERVICE RETURNED	BADGE # 1552 P 05/23/2007 DN02
06/12/2007		SERVICE RETURNED	BADGE # 1552 P 05/12/2007 DN01
06/12/2007		TEXT	SUMMONS RTD NON-SERVED UNK SPOUSE OF WILLIAMS
06/12/2007		SERVICE RETURNED	BADGE # 118 P 05/02/2007 DN03
06/12/2007		TEXT	SERVICE RTD SERVED TENANT
06/06/2007		SERVICE RETURNED	SERVICE RTD SERVED TENANT
06/06/2007		TEXT	BADGE # 1300 P 05/01/2007 DN04
05/23/2007		TEXT	OPPOS. TO PLNES MORT. FORECLOSURE COMPLT ETC.
04/30/2007	25576 / 1873 Pages: 1	ANSWER	WRITTEN REQU. FORMAL PROTEST & DISPUTE ETC.
04/26/2007		LIS PENDENS	ATTORNEY: 00314021 DN04
04/26/2007		COMPLAINT	BK:25576 PG:1873
04/26/2007		CIVIL COVER	
04/26/2007		SUMMONS ISSUED	DN01 DN02 DN03 DN04

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[Home](#) | [Privacy Statement](#) | [Disclaimer](#) | [Contact Us](#) | [About Us](#)
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S0142977

Loan No: [REDACTED]

Mortgagee: LEROY WILLIAMS

Address: 15020 SOUTH RIVER DRIVE
MIAMI, FL 33167


Loan Amount: \$ 448,000.00

ALLONGE TO NOTE

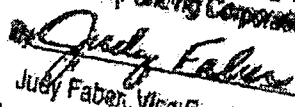
PAY TO THE ORDER OF:

RESIDENTIAL FUNDING CORPORATION

WITHOUT RECOURSE


Assistant Secretary
Axiom Financial Services

PAY TO THE ORDER OF
U.S. Bank National Association as Trustee
WITHOUT RECOURSE
Residential Funding Corporation


Judy Faber, Vice President

MIN # 100176105062733202
ANL 620017.UFF

WILLIAMS
Page 1 of 1

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and
correct copy of the original on file in this
office November 18 AD 20 21
HARVEY RAYMOND, CLERK of Circuit and County Courts.
Deputy Clerk /s/ Wilfred Clark #323263

28465376



Exhibit G

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-010826-CA-01

SECTION: CA25

JUDGE: Valerie R. Manno Schurr

MAURICE SYMONETTE

Plaintiff(s)

vs.

U.S. BANK NATIONAL ASSOCIATION (TR) et al

Defendant(s)

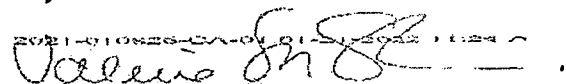
ORDER OF RECUSAL

THIS CAUSE, came before the Court sua sponte, and the Court being fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED

1. That the undersigned Circuit Court Judge hereby recuses herself from further consideration of this case.
2. This case shall be reassigned to another section of the Circuit Civil Division in accordance with established procedures.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 21st day of January, 2022.


2021-010826-CA-01 01-21-2022 11:24 AM

Hon. Valerie R. Manno Schurr

CIRCUIT COURT JUDGE

Electronically Signed

Exh. I pg. 1

10-61928 CA.05

ST. SERIES
A W. CHO
ANT
CLERK
& COUNTY COURT
DAVE COUNTY, FLA.
SUC
005A
S LITTLEJOHN.

Q

3. On June 30, 2005, there was executed and delivered a Promissory Note ("Mortgage Note") and a Mortgage ("Mortgage") securing the payment of the Mortgage Note. The Mortgage was recorded on July 29, 2005, Official Records Book 23623 at Page 3231, of the Public Records of MIAMI-DADE County, Florida, (All subsequent

recording references are to the public records of MIAMI-DADE County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.

4. Mortgagee shown on the Mortgage attached as an exhibit is the original Mortgagee. Plaintiff is now entitled to enforce Mortgage and Mortgage Note pursuant to Florida Statutes § 673.3011.

5. The Property is now owned of record by Defendant(s), LEROY WILLIAMS, JAMES LITTLEJOHN A/K/A JAMES L. JOLIN, and HOKE WILLIAMS.

6. The Mortgage Note and Mortgage are in default. The required installment payment of January 1, 2007, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the January 1, 2007, payment. The last payment received was applied to the December 1, 2006, installment, and no subsequent payments have been applied to the loan.

7. Plaintiff declares the full amount payable under the Mortgage Note and Mortgage to be now due.

8. Plaintiff must be paid \$448,000.00 in principal on the Mortgage Note and Mortgage, together with interest from December 1, 2006, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

9. All conditions precedent to the acceleration of the Mortgage Note and foreclosure of the Mortgage have been performed or have occurred.

10. Plaintiff has retained the law firm of Florida Default Law Group, P.L., in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection.

11. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage with the exception of any special assessments that are superior pursuant to Florida Statutes §159 (2006) and Florida Statutes §170.09 (2006).

12. THE UNKNOWN SPOUSE OF LEROY WILLIAMS may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property.

13. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FRANKLIN CREDIT TRUST SERIES I may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Mortgage recorded in Official Records Book 23623, Page 3251; an Assignment of Mortgage recorded in Official Records Book 25259, Page 4220; an Assignment of Mortgage recorded in Official Records Book 26765, Page 4470, or may otherwise claim an interest in the Property.

14. WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Home Equity Line of Credit Mortgage recorded in Official Records Book 26023, Page 4882, or may otherwise claim an interest in the Property.

15. MIAMI-DADE COUNTY may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Code Enforcement Lien recorded in Official Records Book 27018, Page 326; a Code

Enforcement Lien recorded in Official Records Book 26866, Page 3536; a Code Enforcement Lien recorded in Official Records Book 26371, Page 4436; a Code Enforcement Lien recorded in Official Records Book 25988, Page 2508; a Code Enforcement Lien recorded in Official Records Book 25813, Page 2466, or may otherwise claim an interest in the Property.

16. TENANT #1, TENANT #2, TENANT #3 and TENANT #4, the names being fictitious to account for parties in possession may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, or may otherwise claim an interest in the Property. The names of these Defendants are unknown to the Plaintiff.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Mortgage Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Mortgage Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Florida Statutes §45.031 (2006); that the rights, title and interest of any Defendant, of any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Florida Statutes §697.07 (2006); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT II - REFORMATION - Mortgage

17. This is an action to reform a Mortgage, which has been recorded in the Public Records of MIAMI-DADE County, Florida. This is an equitable action with no adequate remedy at law.

18. At all times material to this cause, LEROY WILLIAMS, A SINGLE MAN owned real property in MIAMI-DADE County, Florida, described as follows:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

This is evidenced by the true and correct copy of the Warranty Deed in the Official Records Book 23623 at Page 3230 attached hereto as an Exhibit.

19. On June 30, 2005, LEROY WILLIAMS, AN UNMARRIED MAN executed and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR AXIOM FINANCIAL SERVICES a Mortgage that was recorded on July 29, 2005 in Official Records Book 23623, Page 3231 of the Public Records of MIAMI-DADE County, Florida. A true and correct copy of the Mortgage is attached hereto as an Exhibit.

20. Inadvertently, and contrary to the clear intentions of the parties to the Mortgage, a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 45, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

PAGE 45-SHOULD BE PAGE 46

21. Based on these errors, the document does not accurately reflect the intentions of the parties to the Mortgage.

22. Equity requires that the Court reform the legal description to conform with the first legal description referenced in this Court.

23. The reformation sought will not prejudice any parties to this action.

WHEREFORE, the Plaintiff requests that the Court reform the legal description in the Mortgage to correct the scrivener's error and to reflect the true intentions of the parties.

Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: 

Robert Schneider
Florida Bar No. 52854
David M. Borrego
Florida Bar No. 36844
Ronald E. Pereira
Florida Bar No. 597872

GIMAC-CONV-R-UNASSIGNED

FORM 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERESTS

2008

Hon. Valerie R. Manno Schurr
Circuit Judge
Judicial Circuit 11th
Elected Constitutional Officer
Dade County Courthouse Rm 1105
73 W Flagler St
Miami, FL 33130-1731

PROCESSED

FOR OFFICE
USE ONLY

COMMISSION ON ETHICS

DATE RECEIVED

JUL 2 2008

ID Code



ID No

210380

Cont. Code

P. Req. Code

Manno Schurr, Valerie R.

CHECK IF THIS IS A FILING BY A CANDIDATE ☒

PART A - NET WORTH

Please enter the value of your net worth as of December 31, 2008, or a more current date. (Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.)

My net worth as of December 31, 2008, was \$ 2800,357.00

PART B - ASSETS

HOUSEHOLD GOODS AND PERSONAL EFFECTS

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry, collections of stamps, guns, and handmade items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use.

The aggregate value of my household goods and personal effects (describe above) is \$ 150,000.00

ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

DESCRIPTION OF ASSET (specific description is required - see instructions p.4)	VALUE OF ASSET
Home located in Miami Dade (former residence)	700,000.00
Home located in Miami Dade (residence)	2,400,000.00
Unit Colorado Condominium / Eagle Crest Colorado	\$ 300,000.00
Bank Accounts, Stocks, Bonds, Pension Accounts	\$ 600,000.00
Mercedes Benz - 350 ML	\$ 25,000.00

PART C - LIABILITIES

LIABILITIES IN EXCESS OF \$1,000:

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
GMAC Mortgage (former residence) P.O. Box 900, 79 Louisville, Ky -	91,438.00
GMAC Mortgage (residence) P.O. Box 4621, Waterloo, Ia	498,000.00
Wells Fargo Home Mortgage (Fairfax) P.O. Box 650769, Dallas, Tx	129,000.00
Huntington National Bank (Mercedes) P.O. Box 182579	9,205.00
Columbus, Ohio 43218-2579	

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
<u>NONE</u>	

Exh. K pg. 1

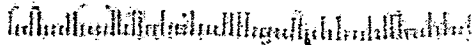
Exh. K pg. 1

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867



Dec. 1, 2006

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167



PAYMENT DESCRIPTION

Bank: WACHOVIA BANK, NA
Bank Account Number: *****0274
Date of Transaction: Nov. 30, 2006
Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67
Customer Reference: 0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:45 A.M. Nov. 30, 2006, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.

Thank you for your business.

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN, TX 78759-5867

Important Information

Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.

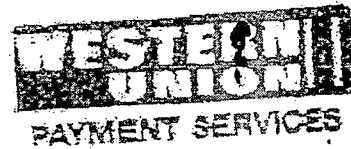
This is not a bill. Do not mail payment.

Retain this letter for your records.

Exh. K pg. 2

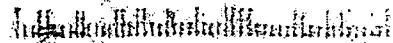
~~Exh. K pg. 2~~

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867



Jan. 1, 2006

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167



PAYMENT DESCRIPTION

Bank: WA
Bank Account Number: ***
Date of Transaction: Dec.

Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67

Customer Reference: 0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:40 A.M. Dec. 31, 2006, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.
Thank you for your business.

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867

Important Information

Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.
This is not a bill. Do not mail payment.
Retain this letter for your records.

Exh K Pg 3



AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867

Feb. 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

|||||

PAYMENT DESCRIPTION

Bank: WACHOVIA BANK, NA
Bank Account Number: *****0274
Date of Transaction: Jan. 31, 2007
Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67
Customer Reference: 0001920274

Dear LEROY WILLIAMS:

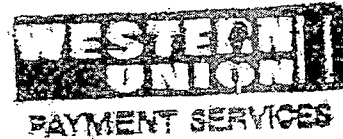
Based on your authorization during our telephone conversation at 9:00 AM, Jan. 31, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.
Thank you for your business.

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD. SUITE 350
AUSTIN TX 78759-5867

Important Information:
Don't give out your bank account information over the phone unless you know the company, and understand why the information is given.
This is not a bill. Do not mail payment.
Retain this letter for your records.

Exh. A Pg. 4



AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867

Feb. 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

|||||

PAYMENT DESCRIPTION

Bank: WACHOVIA BANK, NA
Bank Account Number: *****0274
Date of Transaction: Jan 31, 2007
Payable To: AXIOM FINANCIAL SERVICES
Amount of Payment: \$2286.67
Customer Reference: 0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 9:00 A.M. Jan. 31, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

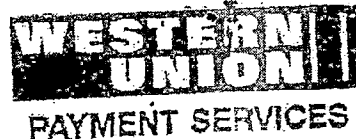
If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-832-7990.
Thank you for your business.

AXIOM FINANCIAL SERVICES
10900 STONE LAKE BLVD SUITE 350
AUSTIN TX 78759-5867

Important Information
Don't give out your bank account information over the phone unless you know the company and understand why the information is needed.
This is not a bill. Do not mail payment.
Retain this letter for your records.

Exh K Pg. 7

Axiom Financial Services
10900 Stone Lake Blvd Suite 350
Austin Tx 78759-5867



May 1, 2007

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI FL 33167

PAYMENT DESCRIPTION

Bank:	WACHOVIA BANK, NA
Bank Account Number:	*****0274
Date of Transaction:	April 30, 2007
Payable To:	Axiom Financial Services
Amount of Payment:	\$2286.67
Customer Reference:	0001920274

Dear LEROY WILLIAMS:

Based on your authorization during our telephone conversation at 10:00 A.M., April 30, 2007, we have initiated an automated clearing house (ACH) debit to withdraw the amount described above from your specified bank account to make the payment that you requested. Included in the payment amount is the \$8.00 service fee that you also authorized.

If you have questions, or wish to make corrections to the information listed above, please contact Collection Department, at 188-831-7990.

Thank you for your business.

Axiom Financial Services
10900 Stone Lake Blvd Suite 350
Austin Tx 78759-5867

Important Information

Don't give out your bank account information over the phone unless you know the company and understand why the information is necessary.

This is not a bill. Do not mail payments.
Retain this letter for your records.

004730A0116730

Filing # 65341895 E-Filed 12/13/2017 01:30:51 PM

Exh. L pg. 1

CURTIS HERBERT
ADMITTED IN FLORIDA
JESSICA L. FAGEN
ADMITTED IN FLORIDA

**BROCK
& SCOTT**
P.L.L.C.

1501 NW 39th STREET, SUITE 200
FT. LAUDERDALE, FL 33309
954.618.6955
FAX 954.618.6955

THOMAS E. BROCK
ADMITTED IN NORTH CAROLINA
GREGORY A. SCOTT
ADMITTED IN NORTH CAROLINA
JAMES P. BONIFER
ADMITTED IN NORTH CAROLINA

December 12, 2017

The Honorable John Schlesinger
Miami-Dade County Courthouse

Re: U.S. Bank National Association, as Trustee for RASC 2005AHL3 v. Hoke Williams.

Case No.: 2010-61928-CA-01
File No.: 13-F02868

The Honorable Judge Schlesinger:

Pursuant to your Honor's instructions from the Non-Jury Trial that took place on November 29, 2017, enclosed please find a copy of Plaintiff's Trial Memorandum.

Thank you for your time, consideration and cooperation in this matter.

Respectfully,

Willnae LaCrosse, Esq.
FL Court Docs: willnae@brockandscott.com
(954) 618-6955 x6151

Enclosures

Exh. C pg. 2

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

U.S. Bank, National Association, as Trustee for
RASC 2005AHL3,

GENERAL JURISDICTION DIVISION

Case No. 2010-61928-CA-01

Plaintiff,

vs.

Leroy Williams; The Unknown Spouse of Leroy Williams; Littlejohn a/k/a James L. Jolin, James; Unknown Spouse of James Littlejohn AKA James L. Jolin; Hoke Williams; Unknown Spouse of Hoke Williams; Mack Wells; Unknown Spouse of Mack Wells; Curtis McNeil; The Unknown Spouse of Curtis McNeil; Symonette Limited Partnership; Deutsche Bank National Trust Company, as Trustee for Franklin Credit Trust Series I; Miami-Dade County, Florida; State of Florida, Department of Revenue; Unifund CCR Partners, G.P.; Suntrust Bank; City of North Miami (City);

Defendants.

PLAINTIFF'S TRIAL MEMORANDUM

Plaintiff, U.S. Bank, National Association, as Trustee for RASC 2005AHL3, by and through the undersigned counsel, hereby files its Trial Memorandum, pursuant to this Court's Trial Order dated November 29, 2017 and further states as follows:

Whether Plaintiff's Prior Foreclosure Case No. 2007-12407-CA-01 was Dismissed with Prejudice, And Whether there contained an Order Precluding Plaintiff from re-filing a Foreclosure Action on the subject Note and Mortgage.

1. Plaintiff's filed this current Foreclosure action on December 06, 2010 on the subject Note and Mortgage.
2. On said action, all Defendants were properly served.
3. At the Trial that occurred on November 29, 2017, Defendants, brought forth an allegation that the Court on a prior foreclosure action, case No. 2007-12407-CA-01, entered an Order Dismissing the Foreclosure Action with Prejudice and precluding Plaintiff from filing any other action on the subject Note and Mortgage.

Exh. L pg. 3

4. Defendants' allegation is without merit. Defendants are correct, in that there was a previous foreclosure action filed on April 26, 2007, case No. 2007-12407-CA-01. However, Defendants are incorrect in their allegations that an Order was entered precluding Plaintiff from instituting further Foreclosure action on the subject Note and Mortgage.
5. In respect to Case No. 2007-12407-CA-01, on August 9, 2007, this Court entered Final Judgment in Plaintiff's favor. The sale of the property was scheduled to occur on September 14, 2007. Attached hereto as Exhibit "A" the Final Judgment.
6. The Original Note and Mortgage was filed on August 13, 2007.
7. Subsequent to the entry of the Final Judgment of Foreclosure, a Motion was filed on September 12, 2007, to Cancel the Foreclosure sale that was scheduled for September 17, 2007. An Order was entered on September 17, 2007, canceling the Foreclosure Sale. Attached hereto as Exhibit "B", Order Canceling Sale.
8. After the cancelation of the Foreclosure Sale, Defendant, Mack Wells on August 15, 2008 filed a Motion to Dismiss the action due to Lack of Prosecution. The Court Docket reflects that on September 9, 2008, a Notice was filed by Plaintiff responding to Defendant, Mack Wells Motion to Dismiss for Lack of Prosecution.
9. Nevertheless, on April 07, 2010, this Court entered an Order Dismissing Case No. 2007-12407-CA-01, With Prejudice for Lack of Prosecution. Attached hereto as Exhibit "C", Order Dismissing Case for Lack of Prosecution.
10. The Dismissal that was entered on April 07, 2010, on Case No. 2007-12407-CA-01 was only due to Lack of Prosecution.
11. On June 20, 2010, Plaintiff's counsel the time, filed a Motion to Dismiss the Case, Cancel Foreclosure Sale, Cancel Notice of Lis Pendens, And Setting Aside Final Summary Judgment. On June 25, 2010, this Court entered an Order Granting the Dismissal of the Case. The Order further states that Plaintiff's Action was dismissed Without Prejudice and that Plaintiff retain future rights to bring an action to foreclose the mortgage, which is the subject of the instant action. Attached hereto as Exhibit "D", Order of Dismissal Dated June 25, 2010.
12. On October 14, 2010, a Motion was filed to Vacate the Last Order of Dismissal, entered on June 25, 2010 and retained the initial Dismissal Order entered on April 07, 2010. On

Exh. L pg. 4

November 4, 2010, the Clerk's docket indicates, "No Further Judicial Action", was needed, as such the Dismissal Order that was entered on June 25, 2010 that dismissed Case No. 2007-12407-CA-01 Without Prejudice and retains, Plaintiff's right to seek further foreclosure action on the same Note and Mortgage remained in effect.

13. The Dismissal with Prejudice Order that was entered on April 4, 2010 that Defendants keep referring too, was no longer in effect, once the Court entered the June 25, 2010 Dismissal Order. That Order took precedent and no other Order of Dismissal is in place for Case No. 2007-12407-CA-01.

14. Defendants' allegation that an Order was entered barring Plaintiff from filing further actions on the same Note and Mortgage because Plaintiff failed to comply with a Request by the Court for Plaintiff to file the Note and Mortgage, is incorrect. It is clear that Defendants misinterpreted what occurred in the prior matter. There exist no Dismissal Order that precludes Plaintiff from filing a new action on the subject Note and Mortgage,

15. Plaintiff properly filed this instant action, as such Defendants allegation has no merits and nothing precludes Plaintiff from proceeding with this subject Foreclosure action.

Whether Plaintiff's Current Action is Barred by Statute of Limitation:

Defendants allege that Plaintiff's current Foreclosure action is barred by the five (5) year statute of limitation. Defendants allegation is misinterpreting. Defendants allegation is based on a dismissal of a prior action to foreclose the subject Mortgage Loan, Case No. 2007-12407-CA-01, in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida (the "Prior Foreclosure Action"). While, Defendants are correct that the prior action was dismissed. The prior action was dismissed without prejudice. Furthermore, the Dismissal Order entered on June 25, 2010, in Case No. 2007-12407-CA-01, not only retained Plaintiff's future rights to foreclose on the same Note and Mortgage, Plaintiff also filed this current action well within the (5) year time-frame of both the default of the loan contract which was January 1, 2007 and the

CFN 2007R0432062 OR BK 25576 Pg 1873; (1pg)
RECORDED 04/30/2007 09:57:45
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA
CIVIL ACTION

US BANK, N.A.,

Plaintiff

vs.

DIVISION

07-12407CA 32

SPACE FOR RECORDING ONLY F.S. 695.25

1. LEROY WILLIAMS; THE UNKNOWN SPOUSE OF LEROY WILLIAMS; MARK WELLS;
ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST
THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD
OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS
SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; FRANKLIN CREDIT
MANAGEMENT CORPORATION; CITY OF NORTH MIAMI; TENANT #1, TENANT #2,
TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession
Defendant(s).

NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by the above-named Plaintiff, against you seeking to foreclose a
mortgage recorded in Official Records Book 23623, Page 3231, on the following property in DADE County, Florida:

LOT 105, BISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 44, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

Dated this 25 day of April, 2007.

Echevarria, Codilis & Stawiariski
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: 

Nikolay Kolev
FLORIDA BAR NO. 0028005
E. Tyler Samsing
FLORIDA BAR NO. 0028380

FIDHOMECOMIN-CONV-R-mherreraz

Exh. N

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHL3,

Plaintiff,

CASE NO.:
DIVISION:

10-61928 CA 05

vs.

LEROY WILLIAMS, et al,

Defendant(s).

PLAINTIFF'S CERTIFICATION SETTLEMENT AUTHORITY
(Residence Is Not Homestead)

In compliance with Administrative Order 2010-03 A1, the undersigned attorney certifies that following person or entity has full authority to negotiate a settlement of this case with the borrower without further consultation:

SEE CHART
1400 Virginia Drive
Fort Washington, PA 19034
Telephone:
Fax:
Email:
File Number: F10051160

FILED FOR RECORD
2010 DEC -6 AM 11:10
CLERK
CIRCUIT COURT
MIAMI-DADE COUNTY, FLA
SSAC126178

Notice to Defendants: Because of privacy laws and rules, the plaintiff will only be able to negotiate a modification of the loan with the named borrower on the underlying debt.

I certify a copy of this certification was served on defendants with the summons.

Dated this 30 day of November, 2010.

Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

By: [Signature]

Robert Schneider
Florida Bar No. 52854
David M. Borrego
Florida Bar No. 36844
Ronald E. Pereira
Florida Bar No. 597872

F10051160

Exh. O

FLORIDA DEFAULT LAW GROUP, P.L.L.
ATTORNEYS AT LAW
9119 CORPORATE LAKE DRIVE
1ST FLOOR
TAMPA, FLORIDA 33634

Please reply to:
Post Office Box 25018
Tampa, FL 33622-5018

Telephone (813) 251-4766
Telefax (813) 251-1541

July 29, 2010

LEROY WILLIAMS
15020 SOUTH RIVER DRIVE
MIAMI, FL 33167

Re

Loan Number [REDACTED]
Mortgage Service [REDACTED]
Creditor to whom the debt is owed: C/MAC MORTGAGE, LLC
Property Address: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR
Our File No: RASC 2005AHLE1
15020 SOUTH RIVER DRIVE, MIAMI, FL 33167
F10051160

Dear Borrower

The law firm of Florida Default Law Group, P.L.L. (hereinafter referred to as "law firm") has been retained to represent U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005AHLE1 with regards to its interests in the promissory Note and Mortgage executed by LEROY WILLIAMS on June 30, 2005. Pursuant to the terms of the promissory Note and Mortgage, our client has accelerated all sums due and owing, which means that the entire principal balance and all other sums recoverable under the terms of the promissory Note and Mortgage are now due.

As of the date of this letter, the amount owed to our client is \$661,289.01, which includes the unpaid principal balance, accrued interest through today, late charges, and other default-related costs recoverable under the terms of the promissory Note and Mortgage. Additional interest will accrue after the date of this letter.

This correspondence is being sent to comply with the Fair Debt Collection Practices Act and should not be considered a pay off letter. Our client may make advances and incur fees and expenses after the date of this letter which are recoverable under the terms of the promissory Note and Mortgage. Therefore, if you wish to receive, figure to reinstate (bring your loan current) or pay off your loan through a specific date, please contact this law firm at (813) 251-4766 or client services@defaultlawfl.com.

Unless you notify this law firm within thirty (30) days after your receipt of this letter that the validity of this debt, or any portion thereof, is disputed, this law firm will assume that the debt is valid. If you do notify this law firm in writing within thirty (30) days after receipt of this letter that the debt, or any portion thereof, is disputed,

FILE NUMBER: F10051160

HELLOLETTER



CERTIFICATION ON LAST PAGE
HARVEY SUVIN, CLERK

When recorded return to:

OFN 2014R0447483
 OR BK 29203 Pgs 2867 - 28681 (2-1)
 RECORDED 06/23/2014 16:03:51
 DEED DOC TAX 0.60
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Quitclaim Deed:

Exh. P1
 Pg. 122

THIS QUITCLAIM DEED, executed this 18 day of JANUARY, 2013,
 by first party, Grantor, Edith Williams, Mary Ann Williams, Lorraine Williams, James Williams, Celia Williams
 whose post office address is 18030 S. River Dr. Miami, FL 33167
 to second party, Grantee, Best Group Holdings, L.P. d/b/a Best Asset Management
 whose post office address is 18030 S. River Dr. Miami, FL 33167

WITNESSETH, That the said first party, for good consideration and for the sum of — Ten Dollars —
 Dollars (\$ 10.00)

paid by the said second party, the receipt whereof is hereby acknowledged, does hereby release, release and quitclaim unto the
 said second party forever, all the right, title, interest and claim which the said first party has in and to the following described
 parcel of land, and improvements and appurtenances thereto in the County of Miami-Dade,
 State of Florida to wit:

Legal Description: 2752-41 1.19 AC DB
44-44 Biscayne Gardens SEE F Part 1 Lot
105 Lot SIZE 100-000 X 515

Folio Number 30 81230221050



My appointment expires _____

This _____

Signature *James O. Holt*

Date 1-26-2013

I certify that I know or have satisfactory evidence that _____
was authorized to execute the instrument and acknowledged it as
(name of person) is the per-
son who appeared before me, and said person acknowledged that he/she/it signed this instrument, on such stated that (date)

State of Florida } ss.
County of Miami Dade
My Comm. Exp. 12/31/2013
My Comm. No. 18920 S. RIVIERA
My Comm. Exp. 12/31

Address of Witness: 3330 N.E. 15th Avenue, Ft. Lauderdale, FL 33305
and witness *James R. B. B.*
1977 Jan 11 PM at Miami, FL

Address of First Party: 1111 N. Miami Ave., Miami, FL 33132
Signature of First Party: *James R. B. B.*

Address of Witness: 1111 N. Miami Ave., Miami, FL 33132
Signature of Witness: *James R. B. B.*

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of _____

Exh. P1
Pg. 2

Attest: _____

When recorded return to: _____

Exh. P2.

Pg. 1.

Quitclaim Deed:

THIS QUITCLAIM DEED, executed this 22 day of JANUARY, 2013,
 by first party, Grantor, BESS GROUP MINISTRIES (A Tax Exempt Non Profit Organization)
 whose post office address is 15020 S. RIVER DR. MIAMI, FLA. 33167
 to second party, Grantee, MAURICE SYMONETTE
 whose post office address is 15020 S. RIVER DR. MIAMI FLA. 33167.

WITNESSETH, That the said first party, for good consideration and for the sum of
TEN DOLLARS Dollars (\$10.00)
 paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the
 said second party forever, all the right, title, interest and claim which the said first party has in and to the following described
 parcel of land, and improvements and appurtenances thereto in the County of _____
 State of Florida to wit:

Legal Description 22 52 41 1.19 AC PB
44-46 BUCAYNE GARDENS 'SEE P Part 1 Lot
105 Lot Size 100.000 X 515

Folio Number: 30 21230 221050

Prepared by: Mark Wells 15020 S. River Dr. Miami FL 33167
Mark Wells

Assessor's Property Tax Parcel/Account Number(s):

Exh. P1

Pg. 2

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed and delivered in presence of

Signature of Witness: Curtis MENEAL

Printed Name of Witness: Curtis MENEAL

Signature of First Party: Maurice Symonette

Printed Name of First Party: MAURICE SYMONETTE

Address of Witness: 15020 S. River Dr. Miami FL 33167

2nd witness James Littlejohn 3320 NE 165th St Miami FL 33160
James Littlejohn

State of Florida

County of MIAMI DADE } SS

I certify that I know or have satisfactory evidence that _____ (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as _____ (name of party on behalf of whom instrument was executed) of _____ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 1-26-2013

Janine Mitchell



Title: _____

My appointment expires: _____

CFN 2005R0731945
DR BR 23572 Pgs 3964 - 3965 (2pgs)
RECORDED 07/14/2005 14:45:39
DEED DOC TAX 4.20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Exh. P4

Pg. 1

Pg. 1

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of July
(year), 2005

by first party, Grantor, Leroy Williams

whose post office address is 15020 South River Drive
Miami Florida 33167

to second party, Grantee, James Littlejohn, Leroy Williams, and Hoke Williams

whose post office address is 15020 South River Drive Miami Fl 33167

James Littlejohn CAN Buy, Sell, Refinance, or Quit Claim, this property without either owners
everything concerning this property must be done through James Littlejohn

WITNESSETH, That the said first party, for good consideration and for the sum of

One thousand Dollars (\$ 1000.00) paid by the said second
party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the said second party forever, all the right, title, interest and claim which the said first party
has in and to the following described parcel of land, and improvements and appurtenances there-
to in the County of Dade, State of Florida to wit:

Lot 105 Biscayne Gardens Section F Part 1 (one)
according to the plat thereof as recorded in Plat Book 44 page
46 of the Public Records of Miami Dade County, Florida
Parcel Identification Number: 30-2123-022-1050

When recorded return to: _____

Quitclaim Deed:**Exh. P3****pg. 1**

THIS QUITCLAIM DEED, executed this 26 day of JANUARY, 2013,
 by first party, Grantor, MAURICE SYMONETTE
 whose post office address is 15020 S. RIVER DR. MIAMI FLA. 33167
 to second party, Grantee, MAURICE SYMONETTE, MARK WELLS AND CURTIS MCNEAL
 whose post office address is 15020 S. RIVER DR. MIAMI FLA. 33167

WITNESSETH, That the said first party, for good consideration and for the sum of TEN DOLLARS Dollars (\$ 10.00)
 paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the
 said second party forever, all the right, title, interest and claim which the said first party has in and to the following described
 parcel of land, and improvements and appurtenances thereto in the County of MIAMI DADE
 State of Florida to wit:

Legal Description 22 52 41 1.19 AC PB
44-46 BISCAYNE GARDENS SEC F PART 1 LOT
105 Lot Size 100.000 X 515.

Folio Number 30 21230221050

Ex. 1. P5
Pg. 2

Assessor's Property Tax Parcel/Account Number(s):

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed,
sealed and delivered in presence of:

Signature of Witness: Charles M. Platter

Printed Name of Witness: Clyde McPherson

Signature of First Party: J. Lawrence

Printed Name of First Party: Maurice Symonette

Address of Witness: 15080 S. River Dr. Miami FLA. 33167

Second witness: James Litzjohn 1972 NE 119th Rd.
Miami, Fla. 33181

State of Florida
County of Miami Dade } ss.

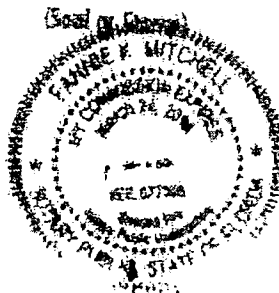
I certify that I know or have satisfactory evidence that _____ (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as _____ (officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Discussion

[illegible]

1984

~~My copy has been sent.~~



Quit Claimed to James Littlejohn, Leroy Williams, and Hoke Williams on pg. 1

Exh. P4
Pg. 2

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

[Signature]
Signature of Witness

[Signature]
Print name of Witness

[Signature]
Signature of Witness

Billy Williams
Print name of Witness

[Signature]
Signature of First Party

LEROY WILLIAMS
Print name of First Party

Signature of First Party

Print name of First Party

State of
County of

On 7/8/2005 before me,
appeared Leroy Williams

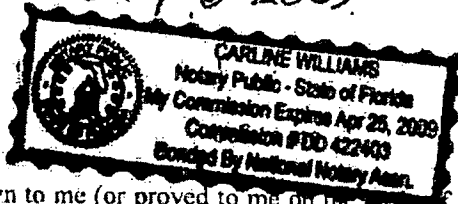
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carlene Williams
Signature of Notary
July 8 2005

Affiant Known Produced ID
Type of ID LIC (Seal)

State of
County of
On
appeared

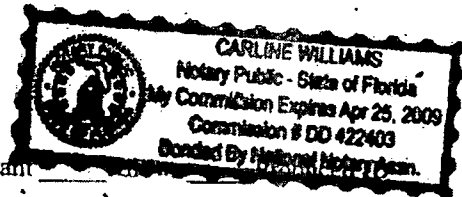


personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carlene Williams
Signature of Notary

Affiant Known
Type of ID LIC (Seal)



Carlene Williams
Signature of Preparer

13040 NW 5th
Address of Preparer

Carlene Williams
Print name of Preparer

Pembroke Pines FL 33028
City, State, Zip


Lxn.Q


Contact/Case # FD-406141885-94

J. Lopez
DISTRICT/UNIT

☒ Offense Report
☐ Crash Report
☐ Contact Only - No Report Written

TELEPHONE
6/14/24
DATE REPORTED


POLICE


An Internationally Accredited Police Agency

Date/Time of Contact
10469 O. Campo
Name/Rank/ID #

☐ CASE REPORT ☐ CONTACT INFO.

Accident reports will be available for purchase by you or your insurance company at www.AuthorizeTransaction.com. A copy of this report may also be obtained from the Central Records Bureau of the Miami-Dade Police Department, 9105 N.W. 25 St., Miami, Florida 33172, from Monday through Friday, 8:00 a.m. to 5:30 p.m. It is suggested you call (305) 471-2085 to verify that it is available for release. No other information will be given over the telephone in reference to the report. Reports may also be obtained by mailing a stamped, self-addressed envelope with your request, to the above address.

32.15.01-50
114.01-432 Rev. 7/12

1502W S. River Dr.
Address of Occurrence

OCT-12-2005 14:51

DEPARTMENT OF STATE

858 245 6259 P.02

OATH OF OFFICE

Exh.R pg.1

STATE OF FLORIDA

COUNTY OF Miami-Dade

I, DO SOLEMNLY SWEAR (OR AFFIRM) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

the office of Circuit Judge, Eleventh Judicial Circuit, Group 76

on which I am now about to enter, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING OATH AND THAT THE FACTS STATED IN IT ARE TRUE.

(1)

Signature

October 14, 2005

Date Signed

ACCEPTANCE

SECRETARY OF STATE

500 South Bronough Street, Room 316
TALLAHASSEE, FLORIDA 32399-0250

I accept the office of Circuit Judge, Eleventh Judicial Circuit, Group 76. The above is the oath of office taken by me.

In addition to the above office I also hold the office of N/A.

My mailing address is: ☒ home ☐ office

(2)

Street or Post Office Box

City, State, Zip Code

(3)

Sign as you desire commission issued

SPENCER E. I. G.

Print or type name as signed above

Person taking oath sign on line (1) above. Sign acceptance on line numbered (3) after giving address on line (2).

OATH OF OFFICE

STATE OF FLORIDA

Exh.R pg.2
FILED

County of Miami-Dade

09 SEP 15 AM 11:35

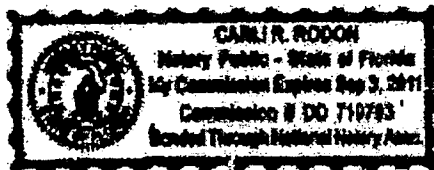
I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of

Circuit Judge
(Office)

on which I am now about to enter, so help me God.

Signature

Sworn to and subscribed before me this 12 day of September 2018



Signature of Officer Administering Oath or of Notary Public - State of Florida

Carl R. Rodon

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced

ACCEPTANCE

I accept the office of Circuit Judge

The above is the Oath of Office taken by me.

In addition to the above office I also hold the office of none

Mailing Address: ☐ Home ☒ Office

Signature:

1351 N.W. 12th Street
Street or Post Office Box

Spencer Eig
Print name as you desire commission issued

Miami FL 33125
City, State, Zip/Code

Signature

Exh.R pg.3

OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of Miami-DadeRECEIVED
DEPARTMENT OF
2014 OCT 29 AM 10:25

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Circuit Judge

(Title of Office)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." See § 92.52, Fla. Stat.]

Signature

Sworn to and subscribed before me this 7 day of October, 2014.

Signature of Officer Administering Oath or of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ ORProduced Identification ☐

Type of Identification Produced



ALINA M. MACDONALD
BY COMMISSION FEE \$100.00
EXPIRES: March 20, 2015
Signed True Oath Notary Services

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: ☒ Home ☐ Office

Street or Post Office Box

City, State, Zip Code

Print name as you desire commission issued

Signature

OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

**Exh R
RECEIVED**

STATE OF FLORIDA

County of Miami-Dade

2020 AUG 10 AM 10:33

DIVISION OF ELECTIONS
TALLAHASSEE, FL

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Judge of the Eleventh Judicial Circuit

(Title of Office)

On which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." See § 92.52, Fla. Stat.]

Signature

Sworn to and subscribed before me by means of X physical presence or
online notarization, this 10 day of August, 2020

Signature of Officer Administering Oath or of Notary Public



RAUL CHAVARRIA
Commission # 06953280
Expires March 6, 2024
Bonded thru Notary Public Services

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☐ OR Produced Identification ☒Type of Identification Produced Florida Driver's License**ACCEPTANCE**

I accept the office listed in the above Oath of Office.

Mailing Address: ☐ Home ☒ Office73 West Flagler Street

Street or Post Office Box

Miami, FL 33130

City, State, Zip Code

Spencer Eig

Print Name

Signature

Exh. 5

Google Maps 15020 S River Dr



Map data ©2024, Map data ©2024 20 ft



15020 S River Dr

Building



Directions



Save



Nearby



Send to
phone



Share



You visited today



15020 S River Dr, Miami, FL 33167

Return To
Axiom Financial Services
Attn: Post Closing Dept.
16550 West Bernardo Dr. Bldg 1
San Diego, CA 92127-1870

20050793767
DR 23623 Pgs 2231 - 22501 (20pgs)
RECORDED 07/29/2005 12:41:05
MIG DOC TAX 1,568.00
INTANG TAX 896.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Exht
Pg. 1

This document was prepared by
Axiom Financial Services
10900 Stonelake Blvd Suite 350
Austin, TX 78759-5867

-(Space Above This Line For Recording Data)-

MORTGAGE

MIN 100176105062733207

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 30, 2005 together with all Riders to this document.

(B) "Borrower" is ERO WILLIAMS, AN UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Axiom Financial Services

100176105062733

0506273370

FLORIDA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

6A(FE)MERS

Page 1 of 10

MAP MORTGAGE FORMS (2005-02-729)

A TRUE COPY
CERTIFICATION OF
HARVEY RUVIN, CLERK

Exh. T
pg. 2

LEGAL DESCRIPTION ADDENDUM	
Borrower Name(s): LEROY WILLIAMS	Lender: Axiom Financial Services 10900 Storalake Blvd Suite 258 Austin, TX 78759-5867
Loan #: [REDACTED]	
Property Address: 15020 SOUTH RIVER DRIVE MIAMI, FL 33167	
Legal Description: LOT 105, RISCAYNE GARDENS SECTION F PART 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 45, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.	

Initials LWMIN # 1001761050602733702
AHL 10/01/17WILLIAMS
Page 1 of 1

Loan # [REDACTED]

A TRUE COPY
CERTIFICATION OF [REDACTED]
HARVEY RIVIN, CLERK

Exh-T
Pg. 3

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Signed, sealed and Delivered in the presence of.

Carmella Robinson
Carmella Robinson

Leroy Williams (Seal)
LEROY WILLIAMS -Borrower

Midette Austin-Wilk
Midette Austin-Wilk

2152 NORTH WEST 15 MAHNOE
FORT LAUDERDALE, FL 33322 (Address)

____ (Seal) -Borrower
____ (Seal) -Borrower

____ (Address)
____ (Seal) -Borrower
____ (Seal) -Borrower

____ (Address)
____ (Seal) -Borrower
____ (Seal) -Borrower

____ (Address) (Address)

SA(FL) (ccs) 22

100176105062733

Page 15 of 16

0506273320

Form 3010 1/01

A TRUE COPY
CERTIFICATION
HARVEY RIVIN
PRE

Exh 7

Return To
Axiom Financial Services
Attn: Post Closing Dept.
16550 West Bernardo Dr. Bldg 1
San Diego, CA 92127-1870

CFN#20050793767
DR 23623 Pgs 3231 - 3250 (20pgs)
RECORDED 07/29/2005 12:41:05
MTG DOC TAX 11568.00
INTANG TAX 896.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document was prepared by
Axiom Financial Services
10900 Stonelake Blvd Suite 350
Austin, TX 78759-5867

[Space Above This Line For Recording Data]

MORTGAGE

MIN100176105062733202

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, (3, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated June 30, 2005 together with all Riders to this document.
(B) "Borrower" is LEROY WILLIAMS, AN UNMARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Hinc, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Axiom Financial Services

100176105062733

0506273320

FLORIDA-Single Family-Famou Max/Fredda Max UNIFORM INSTRUMENT WITH MERS

Form 1010 1/01

FORM 1010 (FL) (10/04/02)

Page 1 of 16

UNIFORM MORTGAGE FORMS - (10/04/02) 1-7231

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

Exh T pg 9

Lender is a

organization organized and existing under the laws of the State of California

Lender's address is 10900 Stonelake Blvd Suite 350

Austin, TX 78759-5867

(E) "Note" means the promissory note signed by Borrower and dated June 30, 2005

The Note states that Borrower owes Lender four hundred forty-eight thousand and 00/100

(U.S. \$ 448,000.00

Dollars

) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Y-A Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Excess Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5), for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

100176105052733

0505273320

Form 6A (FL) (2005) 02

Page 2 of 18

Form 3010 1/01

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

Exh.T
Pg. 4

STATE OF FLORIDA, Broward County ss:
The foregoing instrument was acknowledged before me this June 30, 2005 by
LEROY WILLIAMS, a single man,

who is personally known to me or who has produced

Valid ID as identification



Michelle Austin-Wilkes
Commission # DD060925
Expires Dec. 26, 2005
Bonded Thru
Atlantic Surety Co., Inc.

Notary Public

100176105062733

0506273320

5A(FL) 0705127

Page 16 of 16

by Law

Form 10-0 1/01

A TRUE COPY
CERTIFICATION OF
HARVEY RUYTER, CLERK

Exh. U

Interest Only ADJUSTABLE RATE NOTE

(LIBOR Six-month Index (As Published In
The Wall Street Journal) --- Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 30, 2005

MIAMI
(City)FL
(State)

15020 SOUTH RIVER DRIVE
MIAMI, FL 33167
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 5448,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is Axion Financial Services. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.125%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the 1st day of every month, beginning on August 1, 2005. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

MIN # 100176105062733207
ININOTEL.UFA

WILLIAMS
Page 1 of 7

Initials: _____
Loan # _____
AHL modified FannieMae 3530 (11/01)

F07012118

A TRUE COPY
CERTIFICATION OF LAST PAGE
HARVEY RUYEN, CLERK

Pg. 3

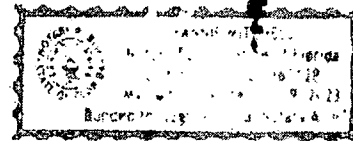
ATTIDANT

I MICK Wells was there in the Miami Dade County Court house on Flagler Street in Downtown Miami and I witness Judge Zabel Sign the Document to Dismiss with Prejudice on 04/06/2021 That was for the Case Number 2007-12407-CAC1 And I'm also a witness that I saw it on the Docket Signed by Judge Zabel

Mick Wells

MICK Wells
15026 S River Dr.
Miami FLA 33147

x Joanne Mitchell
Feb. 11, 2022



United States District Court
Southern District of Florida

Case Number: 24cv23015-SC

SUPPLEMENTAL ATTACHMENT(S)

Please refer to supplemental "file" in the division where the Documents/Exhibits were submitted and filed.

Division Document/Exhibits Submitted and Filed: Miami

These Documents/Exhibits must not be placed in the "temp chron file".

Documents/Exhibits Retained in Supplemental Files (Scanned)

- ☒ • Poor quality scanned images (i.e. Handwritten, Photographs)
light photocopies
- ☐ • Surety bonds
- ☐ • Bound extradition papers

Documents/Exhibits Retained in Supplemental Files (Not Scanned)

- ☐ • CD, DVD, USB drive. (i.e. Audio/Visual)

** All other documents and documentary exhibits are part of the CM/ECF Case Record in pdf format.

Date: 11/4/2024